DOCUMENT RESUME

ED 294 611 JC 870 522

TITLE Agreement between Rhode Island Board of Governors for Higher Education and Community College of Rhode Island Faculty Association (NEA/CCRIFA), 1985-1987 and 1987-90.

INSTITUTION National Education Association, Washington, D.C.; Rhode Island State Board of Governors for Higher Education, Providence.

PUB DATE [87]

NOTE 92p.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC04 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Department Heads; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; Personnel Policy; Released Time; Summer Schools; Teacher Dismissal; Teacher Retirement; Teacher Salaries; Tenure; Two Year Colleges; Unions

IDENTIFIERS Community Coll of Rhode Island Faculty Association; National Education Association; *NEA Contracts; *Rhode Island

ABSTRACT

Two consecutive agreements between the Rhode Island Board of Governors for Higher Education and the Community College of Rhode Island Faculty Association are presented, covering the years 1985 through 1987 and 1987 through 1990. The 19 articles in the agreements set forth rights and provisions related to: (1) recognition of the association as the exclusive bargaining agent for community college faculty; (2) rights of the association and the board; (3) rights of individuals; (4) fringe benefits; (5) leaves; (6) conditions of employment; (7) summer, evening, and weekend sessions; (8) employment status and ranks; (9) grievance procedure; (10) termination and retrenchment; (11) participation in the faculty selection process; (12) department chairs; (13) promotion; (14) evaluation; (15) identification cards and reimbursement for automobile use; (16) alteration of the agreement; (17) no strikes or lockouts; (18) a savings clause; and (19) termination of the agreement. For each agreement, appendixes define the bargaining unit, provide salary schedules, and present letters of understanding. (MDB)

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AGREEMENT BETWEEN

RHODE ISLAND BOARD OF GOVERNORS FOR HIGHER EDUCATION

AND

COMMUNITY COLLEGE OF RHODE ISLAND FACULTY ASSOCIATION,

1985-87 AND 1987-90

Collected by the National Education Association

Washington, D.C.

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A G R E E M E N T

BETWEEN

RHODE ISLAND BOARD OF GOVERNORS FOR HIGHER EDUCATION

AND

COMMUNITY COLLEGE OF RHODE ISLAND

FACULTY ASSOCIATION

(NEA/CCRIFA)

1985 - 1987

OFFICE OF PERSONNEL SERVICES
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PREAMBLE

The Board of Governors for Higher Education, hereinafter called the Board, and the Community College of Rhode Island Faculty Association (NEA/CCRIFA), hereinafter called the Association, enter into this Agreement as of the 1st day of July, 1985 with the expectation that its implementation will enhance the ability of the Community College to serve its constituents.

ARTICLE I

RECOGNITION

The Board of Governors for Higher Education recognizes the Community College of Rhode Island Faculty Association (NEA/CCRIFA) as the exclusive bargaining agent for all collective negotiations under conditions set forth in the General Laws of Rhode Island, Title 36-11, for all employees of the Community College of Rhode Island who are members of the bargaining unit outlined in the Rhode Island Labor Relations Board, Case EE No. 1984, and as outlined in Appendix "A."

ARTICLE II

RIGHTS OF THE ASSOCIATION AND THE BOARD

A. The Association shall have the right to conduct official business on any campus of Commmunity College of Rhode Island at any reasonable time provided this business does not interrupt normal college operations.

B. The Association shall have the right to use faculty mail boxes for communications, including mass distribution. An Association bulletin board will be made available to the Association on all campuses of the Community College of Rhode Island.

C. Nothing contained herein shall be construed to deny or restrict the rights any faculty member may have under the general laws of the State of Rhode Island or other applicable laws and regulations.

D. The Board recognizes the Association's rights to have access to information relative to budget requests and authorization, staffing projections, register of professional personnel, names and addresses and salaries of all faculty in the bargaining unit, and the agenda and minutes of all Board meetings. Where material is normally available to the public, the Association will utilize the same avenues of acquisition as the public.

It is understood that this shall not be construed to require the College to compile information and statistics in the form requested which are not already compiled in that form. All requests shall be directed to the Vice President for Academic Affairs. Such requests must be acted upon within a reasonable time and the data furnished not later than ten (10) working days after receipt of such a request. These time limits may be extended by mutual agreement. Upon written request, the Association shall furnish information requested by the College.

E. The College administration shall advise the Association of new or modified, long range institutional planning, giving the Association reasonable time to react to the plan.

F. The President of the Association or his designee shall be a member of the President's cabinet with full voting rights and shall serve on all college-wide committees dealing with budgetary or academic concerns and all committees dealing with curriculum with full vote on any such committees,

expressly excluding from such college-wide committees the Council of Chairpersons.

G. Curriculum Committee

1. There shall be three (3) curriculum committees at the Community College.

   a. Curriculum Committee A shall be composed of one (1) member, plus department chairpersons, from each of the following departments: Technical and Industrial Studies, Distributive and Office Studies, and Engineering and Engineering Technology.

   b. Curriculum Committee B shall be composed of one (1) member, plus department chairpersons, from each of the following departments: Art, Biology, Business, Chemistry, Human Services, English, Foreign Languages and Cultures, Mathematics, Music, Physics, Psychology, and Social Sciences.

   c. Curriculum Committee C shall be composed of one (1) member, plus department chairpersons, from each of the following departments: ADN, LPN, and Allied Health Programs.

2. Curriculum Committee members will be elected for two-year terms every other spring by members of the department. They will take office in September. A member of the Learning Resources Center faculty will be a voting member of each Curriculum Committee.

3. The Dean of Instruction or his/her designee will chair each Curriculum Committee and will be entitled to vote only in case of a tie.

4. The purpose of the Curriculum Committee will be to consider courses of study and programs, and to approve or reject individual courses to be offered for degree credit in existing or proposed programs. All courses so approved are subject to approval by the Curriculum Review Board and to the ultimate approval by the President of the College.

5. The Assistant Dean of Academic Affairs will chair the Curriculum Review Board.

6. There shall be a Curriculum Review Board composed of nine (9) faculty members elected by the faculty. Members of the Review Board would serve staggered three-year terms. The first election would be held in September, 1979, and all nine (9) members would be selected, three (3) for a one-year term, three (3) for a two-year term, and three (3) for a three-year term. Thereafter, elections would be held each spring for terms beginning the following September.

7. Recommendations adopted by the three (3) Curriculum Committees shall be submitted to the Curriculum Review Board. The Review Board will consider all aspects of the recommendation and will either (1) forward the recommendation to the President with comments, or (2) return the recommendation to the particular Curriculum Committee with its reasons and suggested further action. Any recommendation rejected by the President shall be returned to the Curriculum Review Board with the President's

reasons for rejection in writing. The Curriculum Review Board will in turn forward the rejection and the reasons to the appropriate Curriculum Committee for its action.

8. Meetings of the Curriculum Committees and of the Review Board will be open to all faculty as observers.

9. Faculty members will present curriculum proposals to the Department Chairperson. The latter will seek departmental approval and then forward the proposal to the Chairperson of the appropriate Curriculum Committee for inclusion on the agenda. The written agenda will be distributed to all members of the Committee at least two (2) weeks prior to any meeting of the Committee.

H. Management Rights.

1. The Association recognizes the Board, the Commissioner for Higher Education and the administration of the Community College of Rhode Island, have responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the Community College of Rhode Island to the full extent authorized by law.

I. The Association and the administration will have the joint responsibility for planning and implementing a program for orientation of new faculty.

ARTICLE III

RIGHTS OF INDIVIDUALS

A. "Academic freedom" is essential to the College and its faculty and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspects is fundamental to the protection of the rights of the teacher in teaching and to the students for freedom of learning. It carries with it duties correlative with rights. The teacher is entitled to freedom in the classroom in discussing his subject.

B. Non-Discrimination Clause.

1. The Board and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, political affiliation, national origin, handicap, sex, or age.

2. All references to employees in this Agreement designate both sexes. Wherever the male gender is used it shall be construed to include male and female employees.

C. Meetings.

1. The Association recognizes the importance of participating in the activities of the Community College. However, attendance at all meetings will be strictly voluntary with the exception of general faculty meetings at the beginning of each semester or summer session.

D. Personnel Files

1. The College shall maintain two (2) official personnel files for each employee who is subject to this Agreement. One shall be designated as the "records file" and shall be kept in the College Personnel Office. The other shall be known as the "professional file" and shall be kept in the Office of the College President.

2. The "records file" shall contain all material needed by the College Personnel Office, such as, but not limited to, faculty appointment form, Rhode Island State Employee application, original copy of the State CS3, correspondence to the State Controller's Office concerning any salary adjustments due to error, loss of check, or anything that would affect the individual salary, all fringe benefit authorization forms, and change of status notification.

3. The "professional file" shall contain all papers relating to the initial employment of the employee, university transcripts, other records of educational achievement subsequent to employment with the College, evaluations of the employee prepared in accordance with this Agreement and all papers submitted therewith, and all official correspondence pertaining to hiring, retention, evaluation or promotion.

4. The "professional file" will be kept in lockable cabinets and will be available for examination in the Office of the College President only by the employee, the President of the College, the Vice President for Academic Affairs (or, when he so designates them, the Assistant Deans for Academic Affairs), the Dean of Instruction, and the employee's Department Chairperson.

5. The employee shall have the right to examine his "professional file" at any time during normal business hours and to file a response to any item found therein, provided that letters of recommendation solicited in connection with his employment shall not be available to the employee or his representative.

6. A designated member of the Association having written authorization from the employee concerned, and in the presence of a representative of the College administration, may examine the "professional file" of that employee. Such examination is also subject to the limitations of paragraph 5 above.

7. Subject to the limitation of paragraph 5 above, the employee shall have the right to reproduce at his cost all documents in his "professional file" or "records file."

8. Copies made of materials in an employee's "professional file" shall be permitted for official College purposes, for use at formal proceedings, or grievance reviews, or for the express use of the employee, but shall not be permitted for any other purpose.

9. No anonymous material shall be placed in an employee's "professional file."

10. Materials shown to be false or unsubstantiated by a faculty member of the administration shall be removed from an employee's "professional file."

11. Unsolicited correspondence will not be placed in the "professional file" until it has been substantiated. Faculty members will be notified before placing any unsolicited material in the "professional file."

ARTICLE IV

FRINGE BENEFITS

A. Health Benefits.

1. The State will pay the entire cost of Blue Cross Plan 100 or the cost of equivalent benefits under the RIGHA Plan for all eligible employees covered by this Agreement, individual or family, whichever is chosen by the individual employee.

2. It is further agreed that the State will pay the entire cost of all eligible employees covered by this Agreement of the Major Medical Insurance benefits of the Hospital Service Corporation of Rhode Island (Blue Cross) and also of the Rhode Island Medical Society Physicians Service, in accordance with the rules and regulations of such corporations or the cost of equivalent benefits under the Rhode Island Group Health Plan. Major Medical coverage will be to a maximum of $250,000.

3. The Board shall provide the Blue Cross two dollars ($2.00) deductible family prescription plan, or where applicable the equivalent prescription plan if available from RIGHA.

B. Life Insurance.

1. All employees covered by this Agreement are subject to and have the benefits of the State Group Life Insurance Program.

C. Disability Insurance.

1. All employees covered by this Agreement are subject to and have the benefits of the State ERS or TIAA Group Insurance Policy whichever applies.

D. Sick Leave.

1. In the event of accident or sickness which renders any faculty member temporarily incapable of performing his duties, sick leave shall be granted by the College as follows:

   a. When a faculty member is appointed, he will be included in the non-classified accrued leave system. Existing faculty shall carry forward any unused sick leave accumulated as beginning balances. Accrued rate for faculty will be fifteen (15) working days per year to a maximum of one hundred twenty (120) working days. If, after

the entire sick leave allowance accrued by the faculty member has been used, he is still unable to resume his duties he shall apply for a leave, with or without pay, or resign, and the decision shall rest with the President and the Board of Governors for Higher Education or its designee.

b. While on sick leave, a faculty member will accrue time toward promotion, seniority, gradute leave, sabbatical leave, and salary increment but will not accrue time toward sick leave.

E. Retirement Program.

1. Full-time members of the faculty who are exempt from the merit system of the State of Rhode Island shall be required to participate in the Teachers Insurance and Annuity Association (TIAA) retirement program after two (2) years of service and attainment of age thirty (30) as a condition of employment and as provided by law. Employees who are members of the Employee Retirement System at the time of employment shall be excepted. Participation is permitted, on a voluntary basis, on completion of two (2) years of employment for eligible employees under thirty (30) years of age.

F. Liability.

1. Coverage shall be that which is provided by the insurance policies of the Board of Governors for Higher Education.

G. Effective January 1, 1982, the Board will provide Delta Dental Level II Family Plan, or its equivalent. Effective July 1, 1981, the Board will provide an individual Delta Dental Level I Plan.

H. Effective January 1, 1982, the Board will provide an individual vision/optical care program for the employee.

ARTICLE V

LEAVES

A. Sabbatical Leave.

1. A member of the faculty who has served full time for at least six (6) years, who has the rank of assistant professor or above and who is on tenure shall be eligible for a sabbatical leave.

2. Sabbatical leaves may be granted for graduate study, post-doctoral study, research or other professional improvement for a period of one (1) year at half pay, or for one-half (1/2) year at full pay.

3. Sabbatical leave shall be granted with the understanding that the recipient shall upon the termination of this leave return to his duties

at the College for at least one (1) year, unless by mutual agreement of the faculty member and the President it is deemed inadvisable for him to do so. At the close of the leave period, the faculty member shall file with the Dean of Instruction a detailed report of his professional activities during his absence in which he relates goals attained with those proposed in the leave request.

4. Upon completion of the academic year during which the sabbatical leave is taken, the faculty member shall begin again to accumulate leave service credit, becoming eligible for an additional sabbatical leave upon the accumulation of additional (minimum) six (6) year period of service credit. A faculty member on sabbatical leave will acrue time towards promotion but will not accrue sick leave. Faculty members granted extended leaves of absence beyond a sabbatical leave shall not accrue time toward promotion nor sick leave.

5. If a faculty member shall serve more than six (6) years before his first sabbatical leave, or between sabbatical leaves, the additional years beyond six (6) shall not be credited toward the service-credit requirement for the next or any subsequent sabbatical leave.

6. However, a faculty member whose approved sabbatical leave has been deferred or postponed because of a replacement or other operational difficulties, shall begin to accumulate service credit for his next sabbatical leave as of the scheduled start of the deferred or postponed leave but not including the time, if any, eventually spent on the deferred or postponed leave.

7. When on a sabbatical leave, a faculty member shall be permitted to receive travel expenses, fellowships, grants-in-aid or other financial assistance from sources other than the College provided he is not required to perform duties detrimental to the objective for which the leave has been granted; however, if he accepts employment for pay during the leave period, his college compensation will normally be reduced by the amount necessary to bring his total compensation for that period to a level comparable with his normal professional income.

8. Nothing in this section on sabbatical leave shall be construed to mean or imply that two (2) consecutive periods of sabbatical leave after twelve (12) or more years of continuing services are permitted.

9. The interest of the College, in addition to the professional and personal needs of the individual, shall be a major consideration in granting the leave. Except in an emergency, once the sabbatical leave has been approved and the faculty member has been notified, the administration is bound to adhere to its obligations and allow the leave to be taken.

10. The amount of leave shall be calculated at the rate of one (1) month of leave for each year of service.

11. Normally, leaves shall be granted only after six (6) years of service; but under special circumstances, leaves of shorter or longer duration may be granted, with a minimum of three (3) months and a maximum of nine (9) months. Requests for leaves of this type shall be processed through the Office of the Vice President for Academic Affairs to the President.

12. Application for leave shall be made in accordance with paragraph C.

B. Leave for Graduate Study.

1. A member of the faculty who has served full time for at least three (3) years may be granted a leave of absence to pursue graduate study. This leave shall be granted for a period of one (1) year at one-quarter (1/4) pay with the understanding that the recipient shall, upon the termination of one (1) year return to his duties at the College for at least one (1) year.

2. Application for leave shall be made in accordance with paragraph C. Shortly after his return to duty, the faculty member shall file with the Dean of Instruction a report of his professional activities during the absence. Only faculty on term appointments are eligible for the leave.

3. If applications for leave exceed the number that can be feasibly granted without jeopardizing course offerings or other work of a department, selections for approval shall be based on the number of years of service since the granting of the last leave. A faculty member on graduate leave will accrue time toward promotion, but will not accrue sick leave.

4. When on graduate study leave, a faculty member shall be permitted to receive travel expenses, fellowships, grants-in-aid or other financial assistance from sources other than the College provided he is not required to perform duties detrimental to the objective for which the leave has been granted; however, if he accepts employment for pay during the leave period, his college compensation will normally be reduced by the amount necessary to bring his total compensation for that period to a level comparable with his normal professional income.

5. When a faculty member takes a leave for graduate study, service for the purpose of a sabbatical leave will begin when he returns from such leave. Neither the time prior to the leave nor the time during the leave will be counted toward the six (6) years of service required for a sabbatical leave.

C. Application for Sabbatical and Graduate Study Leave.

1. Provisions for the cost of sabbatical leave shall be made in the College budget. For this to be accomplished, an application for sabbatical leave, in the form of a detailed written statement of purpose for the leave, shall be submitted by July 1, fourteen (14) months before the academic year for which the leave is requested. In exceptional circumstances, late application for sabbatical leave shall be considered.

2. A faculty member who desires a leave shall apply for leave in writing to his immediate supervisor, who shall send a copy of the application to the Dean of Instruction. The Dean shall report it to the Vice President for Academic Affairs. The immediate supervisor shall refer the sabbatical or graduate study leave applications to a Board of Review composed of four (4) members, two (2) of whom shall be elected by the faculty at large and two (2) of whom will be administrators appointed by the Vice President for Academic Affairs. The Board shall serve for a two (2) year period.

After a decision by the Board of Review all applications shall be presented to the President for final action. Accompanying such application shall be a statement giving the reason for the leave. The Board of Review will make every effort to present its recommendations to the President before February 1st. The President will inform faculty members of the disposition of their sabbatical leave application not later than two (2) weeks after receiving the recommendations from the Board of Review.

3. A plan for carrying on the work during the faculty member's absence shall be developed by the applicant and his immediate supervisor. If the application for leave meets with disapproval at any stage, the applicant shall be notified immediately.

4. While on sabbatical leave, if the approved plan is altered or its its completion is in doubt, the faculty member will contact the President as soon as possible.

D. Conditions of Return to Duty after Leave.

1. Upon his return from sabbatical or graduate study leave, an employee's salary shall be the same as he would have received had the period of his leave been spent in the service of the Board and he shall be returned to the same level which he held at the time said leave commenced if it exists, or, if not, to a substantially equivalent level. A sabbatical leave of absence may be extended without pay or increment for one (1) additional year.

E. Maternity Leave.

1. Maternity leave, without pay, will be granted upon request for up to two (2) full semesters. A female faculty member may be allowed the use of accrued sick leave for maternity purposes. Leave without pay will begin when accrued sick leave is exhausted. The faculty member will notify in writing her immediate supervisor and the Dean of Instruction her intention to take maternity leave sixty (60) days before such leave is to begin and she will notify the Vice President for Academic Affairs in writing sixty (60) days prior to the beginning of that semester in which she intends to return. The faculty member shall be guaranteed her position upon return subject to conditions of Article X.

F. Jury Leave.

1. Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his regular pay, and shall remit the jury duty pay received. The employee shall notify his immediate supervisor and Dean of Instruction as soon as possible.

G. Military Leave.

1. Every employee covered by this Agreement who has left or shall leave his position by reason of entering the armed forces of the United States

(whether through membership in the Reserve of the United States Military or Naval Forces or in National Guard or Naval Reserve or by reason of enlistment, induction, commission or otherwise) and who has been employed for one hundred eighty (180) or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Reenlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

2. At the conclusion of such military leave of absence, the employee shall be returned to his position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. The employee shall notify his immediate supervisor and the Dean of Instruction as soon as possible.

H. Military Training Leave.

1. Employees covered by this Agreement, who by reason of membership in the United States Military, Naval or Air Reserve or the National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) working days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose. During the period of military training leave with pay, the employee shall accrue sick leave credits.

2. Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service. The employee shall notify his immediate supervisor and the Dean of Instruction as soon as possible.

I. Leave for Professional Advancement.

1. A faculty member may receive leave to attend professional academic conferences upon recommendation by the department head and approval by the Dean of Instruction, or his designee, or in the case of librarians, by the Dean of the Learning Resources Center.

2. When a leave is approved by the Dean and funds are available, expenses will be paid by the College according to existing state travel regulations.

J. Vacation for Calendar Year Appointments.

1. The annual vacation for a member of the faculty on the calendar year (twelve (12) months) basis shall total twenty-two (22) working days. Working days shall refer to five (5) days per week, Monday through Friday, exclusive of scheduled holidays.

2. Vacation time shall be allowed to accumulate to a maximum of forty-four (44) working days. However, the time and the number of days of the vacation to be taken are to be mutually agreed upon in advance by the faculty member, the Department Chairperson, and the Dean of Instruction or Director.

3. There shall be no vacation granted for less than six (6) months of service but thereafter vacation for service during part of a year shall be prorated.

K. Leave Without Pay.

1. A leave of absence without pay may be granted to a faculty member. Applications will be submitted to the appropriate Department Chairperson, Dean of Instruction, Vice President for Academic Affairs and President for approval or disapproval. The leave may be extended by mutual agreement. While on leave without pay the employee shall not accrue sick leave, seniority, time toward promotion or fringe benefits.

L. Personal Days.

1. Full-time faculty members on calendar year appointments shall receive three (3) days leave pay per calendar year for the purpose of attending to personal business and/or religious observance. This personal business leave may be used for the one-half (1/2) day of on Good Friday afternoon, the one-half (1/2) day off on the day before Christmas, the one-half (1/2) day off on the day before New Year's Day, as well as for time off for other holy days. Staff members shall not be required to give a reason as a condition of utilizing this personal leave, but prior approval must be obtained from the immediate supervisor to assure that the absence does not interfere with the proper conduct of the office. Personal leave credits cannot be carried over from calendar year to calendar year.

2. The following schedule shall apply for all new employees in their first year of employment for the distribution of personal leave days: Employees appointed between January 1 and April 30 shall be entitled to three (3) personal leave days as provided in this article. Employees appointed between May 1 and August 31 shall be entitled to two (2) personal leave days as provided in this article. Employees appointed after September 1 shall be entitled to one (1) personal leave day as provided in this article.

M. Bereavement Leave.

1. In the event of death in the employee's family, the employee shall be entitled to absence with pay for four (4) days not chargeable to the

employee's sick leave or vacation accumulation. Such family members shall include the husband, wife, child, mother, father, brother and sister. In the event of the death of the employee's mother-in-law, father-in-law, grandfather or grandmother, or any other relative residing in the employee's household, the employee shall be entitled to four (4) full days not chargeable to the employee's sick or vacation leave. In either of the above situations, any needed additional days may be taken from the employee's accumulated sick or vacation leave.

N. When an official state holiday falls on a Saturday, each full-time calendar year employee who normally has Saturday as a day off shall be credited with the number of hours in accordance with his work schedule. Such time shall be discharged within two (2) pay periods and shall be coordinated with the immediate supervisor.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

A. Department meetings will be called as the need arises. Except in an emergency, an agenda for all meetings will be published five (5) days in advance of the scheduled meetings. Attendance at department meetings will be voluntary. A quorum will not be required to conduct business.

B. Work Load

1. All full-time faculty shall maintain a classroom minimum of twelve (12) clock hours and a maximum of sixteen (16) clock hours with the following exceptions:

   a. English Department faculty--maximum of twelve (12) clock hours.

   b. ADN Faculty--maximum of eighteen (18) clock hours.

   c. LPN Faculty--an average maximum of twenty (20) clock hours each semester and summer session.

   d. Medical Laboratory Technology faculty, Dental Assistant Program faculty, Respiratory Therapy Program faculty and Radiologic Technology faculty shall have thirty-two (32) clock hours per academic year; however, their load will not exceed eighteen (18) clock hours in any one semester.

   All laboratory, clinical and studio assignments will be met on the basis of a sixty (60) minute hour and will equal one (1) class hour. Only laboratory courses may be assigned after 3:30 p.m.

2. Office Hours

   a. A weekly office schedule of six (6) hours shall be maintained by all faculty with the exception of those who carry more than fifteen (15) clock hours, who will carry a weekly office schedule of four (4) hours.

b. Nothing in the Agreement shall preclude any individual from voluntarily assuming more than the minimum of office hours stated.

c. ADN and LPN faculty shall hold office hours by appointment in response to student needs.

d. The mission of the Community College of Rhode Island requires close and frequent relationships between faculty members and students; hence no exceptions shall be allowed in the minimum office hour schedule. Moreover, each faculty member and his Department Chairperson will make a reasonable effort to insure that the faculty member is available to students at the College five (5) days a week; provided however that such requirement is not mandatory and may be varied according to the needs of the faculty member as approved by his Department Chairperson.

3. Scheduling

a. Schedules will be prepared by the Department Chairperson in consultation with the departments. They will consider master schedules, Curriculum Committee guidelines, personnel serving in more than one department, campus assignments, and College policy in the development of schedules. All schedules will be submitted to the Dean of Instruction for approval.

b. Requests for exceptions from the minimum class load shall be submitted to the Dean of Instruction for appropriate action. It is evident that subject matter, curriculum guidelines, teaching methods, i.e.: team teaching, independent study, etc., will vary within and between departments, and thus, exceptions from maximum and minimum class loads will be mutually determined between the department and the Dean of Instruction.

c. The Department Chairperson will maintain a master schedule for his department. He will report weekly to the Dean of Instruction cancellations and reason for such cancellations.

d. The faculty are expected to conform to the official College calendar, and have a responsibility to be available until the day following commencement.

ARTICLE VII

SUMMER AND EVENING (WEEKEND) SESSIONS

A. Full-time faculty shall have first priority to teach eleven (11) contact hours within their assigned discipline during the evening and weekend sessions, but in no event shall they be assigned more than three (3) courses. Provided, however, subject to the semester limitations in the preceding sentence, during the academic year a full-time faculty member shall not be assigned more than five (5) courses or more than eighteen (18) contact hours, whichever is greater. The College shall have the right to engage any person of its choice to teach additional courses within the assigned discipline during the summer, weekend, or evening sessions.

B. The College shall have the right to select all instructors, without regard to the foregoing priority (see A above) for courses or programs taught on or off-campus to industrial, business, banking, or agency employees pursuant to contracts between the Community College and employers.

C. In exceptional cases, upon the recommendation of the Department Chairperson, and only with the approval and at the discretion of the Dean of Instruction a full-time faculty member may teach not more than four (4) of the eleven (11) contact hours referred to in "A" above during the daytime.

D. Assignments to teach summer session shall be voluntary. Faculty members will have first priority to teach two (2) courses within their assigned discipline during the summer session, and in no event may they be assigned more than two (2) courses.

E. Compensation for teaching summer sessions, evening and weekend courses shall be as follows:

1985-86	$33.50 per clock hour
1986-87	$34.00 per clock hour

The only exception will be when the evening, summer or weekend course is part of the normal load, or the individual is on a calendar year day schedule.

F. Faculty members may be assigned to teach evening and weekend courses as part of their normal teaching loads, where mutually agreeable.

ARTICLE VIII

EMPLOYMENT AND RANKS

A. There shall be two (2) sets of rank for members of the faculty:

Set 1	Set 2
Technical Instructor	Instructor
Technical Professor I	Assistant Professor
Technical Professor II	Associate Professor
Technical Professor III	Professor

Technical ranks are available only in unusual cases to faculty members in the following departments: Technical and Industrial Studies, Engineering and Engineering Technology, Distributive and Office Studies, and in the following programs: Medical Laboratory Technology, Dental Assistant, Respiratory Therapy, Radiography, Chemical Technology.

B. Other than where specifically expressed, all provisions of this Agreement will apply to all individuals holding any of the foregoing ranks.

C. Faculty members will not be hired in ranks for which they do not meet the requirements for promotion set forth in Article XIII.

D. Temporary faculty may be employed each year in all ranks. They are assigned temporarily to vacancies caused by the absence of faculty members on leave,

or to provide instruction in emergency situations. The term of service may be for a month or two (2), to a year. In no event can any such appointee be given assurance of employment beyond the term indicated in this contract. Temporary faculty do not accrue time toward tenure, nor do they qualify for annual salary review, consideration for promotion, or the privilege of being granted leave.

ARTICLE IX

GRIEVANCE PROCEDURE

A. For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Board and the Association or any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

B. There shall be a grievance procedure as follows:

1. A grievance shall be presented, in writing, to the Dean of Instruction by the aggrieved employee and/or by the Association within ten (10) working days after the employee knew or should have known of the occurrence of such grievance. The grievance shall state the nature of the same and the articles and section of the Collective Bargaining Agreement deemed to have been violated.

2. The aggrieved employee and an Association representative shall discuss the grievance with the Dean of Instruction (or his/her designee who may be the Dean of Nursing and Allied Health Programs) in an attempt to settle the same. The Dean of Instruction (or his/her designee) shall render his decision in writing within five (5) working days.

3. If the grievance is not settled to the satisfaction of the grievant in accordance with Section 2. above, it shall be presented to the President of the College who shall hold a hearing thereon within ten (10) working days after receipt of the grievance. The aggrieved employee and an Association representative shall be present at the hearing before the President. The President shall render a decision to the grievant and to the Association within ten (10) working days from the completion of the hearing.

4. If the grievance is not resolved in Section 3. above, the grievant may submit the grievance in writing to the Commissioner for Higher Education within ten (10) working days following the completion of 3 above. A copy of the materials which came forth in the grievance procedure to that level shall be enclosed. The Commissioner or his designee shall hold an informal hearing with the grievant and/or a representative of the Association. The Commissioner or his designee shall communicate his decision in writing to the aggrieved employee and the Association within twenty (20) working days from the completion of the hearing process.

5. Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The President, on request, will produce payroll and other records, as necessary. The Association representative will have the right to assist the aggrieved at any step of the grievance procedure.

Nothing contained herein deprives an individual employee of the right to process his grievance under this Article without Association representative. If such grievance is processed without Association representation, the facts of said grievance will be furnished to the Association.

6. It is also agreed that in all cases of dismissal the aggrieved and/or the Association committee may go immediately to Section B. 3 of the grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to B. 3 above.

7. Any grievance not answered within the prescribed time limit may be appealed to the next level.

8. The time periods set forth above are essential to the grievance procedure. Any grievance not filed within said limits shall be dismissed.

9. If a grievance shall not be settled under the provisions of this grievance procedure, such grievance shall at the request of the Association be referred to the American Arbitration Association for resolution pursuant to its voluntary labor arbitration rules unless the parties mutually agree to another agency or forum.

C. Arbitration

1. All submissions to arbitration must be made within two (2) weeks after the grievance procedure decision under Section B. 4.

2. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

3. Only grievances arising out of the provisions of this contract relating to the application or interpretation thereof, may be submitted to arbitration.

ARTICLE X

TERMINATION AND RETRENCHMENT

A. Term Appointments

1. Term Contract Subject to Non-Renewal Procedure. A faculty member may receive a term contract of one (1), or two (2), or three (3) years at the discretion of the President on recommendations of the Department Chairperson and the Dean of Instruction. Faculty members shall be evaluated yearly.

2. Non-Renewal. Written notice stating the reason that a term appointment is not to be renewed upon expiration is to be given to the employee by the President or his representative as soon as possible and not less than:

a. Three (3) months prior to the end of a term expiring at the end of

such employee's first year of service within the institution, but no later than March 1 for terms ending in June or August.

b. Six (6) months prior to the end of a term expiring at end of such employee's second year of service within the institution, but not later than December 15 for terms ending in June or August.

c. Twelve (12) months prior to the expiration of such an appointment after two (2) or more years of service within the institution.

d. In rare circumstances the above time limits may be waived and a faculty member may be dismissed or suspended when the President deems it to be in the best interest of the College. This action will not be arbitrary or capricious. The faculty member involved may challenge this action through the grievance procedure. If the grievance is sustained, the faculty member will receive any benefits lost as a result of the President's action.

B. Tenure.

1. The institution during a period of six (6) years has the opportunity to observe and evaluate the capabilities and the performance of a faculty member. Each time a faculty member's contract comes up for renewal, the administration is charged with the responsibility of judging all the qualifications of that faculty member. This judgment should be active, not passive.

2. Upon this judgment must be based a decision to reappoint those who have performed satisfactorily, or to refuse to renew the contracts of those who have not performed satisfactorily. No system of tenure will be effective if it is not administered with fairness and firmness. When a faculty member has served six (6) years, and has, thus, been found worthy of retention by the institution, the institution shall recommend to the Board of Governors for Higher Education that the faculty member merits tenure, and tenure shall be granted. (Regardless of time served at the institution, any untenured faculty member who is promoted from assistant professor to associate professor, or from associate professor to professor, shall be recommended to the Board of Governors for Higher Education as worthy of tenure, and tenure shall be granted.)

C. Termination

1. The President and the Board of Governors for Higher Education may suspend or dismiss a faculty member. No faculty member will, however, be suspended, dismissed, or reduced in rank or compensation without due cause. "Dismissal," for the purpose of this Agreement, shall include, but shall not be restricted to, non-renewal of contract for any faculty member without tenure, denial of tenure after the sixth year, or dismissal during the year.

2. Notice of dismissal shall contain reasons for such dismissal. The timing of the notification of dismissal shall conform with the provisions of Article X, Section A. 2 and Article XIII, Section A. 1, of this Agreement, but in any case the faculty member shall be notified in writing on

or before the effective date of dismissal. A copy of any dismissal notice shall be sent to the Association if the dismissed faculty member so desires.

D. Retrenchment as the result of financial or program curtailment shall be applied in the following manner:

1. Termination of employment of incumbents of positions which are subject to retrenchment shall be made from among incumbents holding the same or similar positions in the unit, department or program, as appropriate.

2. Under the normal circumstances, and consistent with the educational mission of the department or program affected, termination shall first take place as follows:

   a. Among the part-time employees in the department or or program before full-time employees are terminated.

   b. Among full-time employees holding academic rank, such termination shall be made from those holding temporary appointments, and from those holding term appointments before the termination of employees holding tenure. Such removal shall be made in the inverse order of appointment within each group.

   c. Among full-time professional employees, such termination shall be made in the inverse order of original appointment, provided, however, such removal shall be made from among employees having temporary appointments before the removal of employees having term appointments.

3. The Board will notify the persons affected as soon as practicable recognizing that, where circumstances permit, it is desirable to provide all faculty members with at least one (1) semester notice.

4. Persons removed as a result of retrenchment shall be advised of the opportunity for reemployment in the same or a similar position at the College for a period of two (2) years, and must accept such offer within fifteen (15) days after such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date such offer was made. The College shall make every reasonable effort to place an incumbent so separated within the College, provided that a suitable position for which the person is otherwise qualified is available for such appointment.

5. The original appointment shall mean the date of first appointment to College service, followed by continuous and uninterrupted service within the College up to the time of reduction and abolishment of positions. Authorized leave of absence at full salary or without salary shall not be deemed an interruption of service with the College. In the event an incumbent believes such date has been incorrectly determined, he shall so advise the College, and indicate the date he believes to be correct.

No course of study within a department may be taught by a non-member of the bargaining unit, after retrenchment of any faculty member, whose teaching duties encompassed the teaching of that particular course.

ARTICLE XI

FACULTY PARTICIPATION IN SELECTION PROCESS

A. Selecton of Deans.

1. Whenever a vacancy occurs in one of the positions mentioned, the President shall appoint an advisory committee to assist in filling the vacancy. Ordinarily, the committee shall have five (5) members drawn from segments of the College most immediately concerned, or who have special knowledge of the requirements of the position to be filled. Two (2) faculty members elected by the faculty, shall be included, and student member(s) shall be appointed when deemed appropriate. Candidates for the position will not be eligible to serve on such committee. The committee membership may be enlarged when wider representation of interest is desirable. The committee will select its own chairperson.

2. The advisory committee shall help assemble by various means, including the solicitation of names by canvass when appropriate, a suitable list of candidates for the vacant office; shall screen the candidates by reviewing their qualifications; shall make recommendations regarding the candidates to the President.

B. Selection of Vice Presidents.

1. When the search for a Vice President is the responsibility of the College, the provisions of Section A. of this Article shall apply.

2. When the search for a Vice President is undertaken by the Board of Governors for Higher Education, the procedures determined by the Board will be followed.

C. Posting of Positions.

1. All new and vacant positions shall be posted on the bulletin board for one (1) week. All employees applying for such vacancies shall make a request in writing to the appropriate officer not later than ten (10) days after the end of the posting period.

D. Initial Appointment.

1. New faculty shall be recommended initially by the Department Chairperson after consultation with the deparmental Advisory Committee or the whole department. The final decision on appointment of any new faculty member shall be made by the President upon the recommendation of the Vice President for Academic Affairs who will consider the recommendation of the Dean of Instruction and the Department Chairperson. The Department Chairperson shall be notified within two (2) weeks of the President's action on the recommendation for appointment. If the President after consultation with the apppropriate administrative officers finds reason to reject a recommendation for appointment, he shall transmit the reasons in writing to the Department Chairperson concerned.

E. Employees who apply for new or vacant positions within the collective bargaining unit shall be granted an interview, and if not selected for the position, given written reasons for same.

ARTICLE XII

DEPARTMENT CHAIRPERSON

A. No department shall exist with less than six (6) members. Every department shall have a Chairperson.

B. Role of Department Chairperson.

1. The Department Chairperson is responsible to the Dean of Instruction. He shall have administrative responsibility for the program(s) and the facilities of the department. He shall be responsible for curriculum and program development within the department. He shall be responsible for the evaluation of the instructional and administrative processes of the department and make recommendations to the Dean on these matters. He shall evaluate department member and report the evaluations as required. He shall recommend appointments, reappointments, promotion, tenure, and dismissals of department members. He shall insure adequate supervision of instruction. He shall carry out such other duties as are set forth elsewhere by the College and are consistent with this Agreement. The Department Chairperson shall carry out these activities in consultation with department members where appropriate.

C. Selection of Department Chairperson.

1. During the month of February of the third year of the term of a Department Chairperson whose term is to expire on June 30, or within one (1) month of the declaration of a vacancy, faculty in an academic department shall meet for the purpose of electing an individual to serve as Chairperson. All members of the department shall be notified two (2) weeks prior to the meeting of the time, place, and purpose of the meeting.

2. All faculty in the department who are members of the bargaining unit are eligible to run for election and to vote. A majority of the department faculty shall constitute a quorum for the purpose of conducting the election to select an individual to serve as Department Chairperson.

3. The willingness of each nominee to serve as a Department Chairperson will be confirmed prior to the selection.

4. The Department Chairperson shall be elected by a majority vote of the faculty present at the meeting. The voting will be by secret ballot. If no candidate receives a majority, a run-off election will be held between the top two (2) vote getters.

5. The results of the election shall be made known as soon as possible by the Department Chairperson. The Department Chairperson shall transmit in writing the results of the election to the President.

6. The President shall receive notice of the department's choice and shall appoint him.

7. Normally, the process for selection of a Chairperson will be completed by March 31 or within two (2) months of a declared vacancy.

D. Dismissal of Department Chairperson.

1. If in the opinion of the President, the Department Chairperson is not fulfilling his responsibilities, the President may terminate the appointment of the Chairperson. The notice of dismissal shall contain a statement of reasons.

E. Removal of Chairperson.

1. When faculty members perceive problems between themselves and the Chairperson of their department, they should bring such problems to the attention of the Dean of Instruction. The latter should attempt to resolve the difficulties.

2. If the problems are not resolved, a majority of the full-time faculty (excluding the Chairperson) may initiate charges against the Chairperson.

3. Such charges must be specific, reduced to writing, and signed by all of the petitioning faculty members.

4. The petition will be presented to the Vice President for Academic Affairs, and a copy given to the Chairperson concerned.

5. Hearings on the petition will begin ten (10) days after receipt of the petition by the Vice President for Academic Affairs.

6. The hearings will be conducted by a board composed of the Vice President for Academic Affairs, or his/her designee, three (3) faculty members elected by the faculty, and a Department Chairperson selected by the Department Chairpersons. The faculty and Department Chairperson will elect their representatives to such board in September 1985 and will serve for a period of two (2) years.

7. The Chairperson against whom petition has been filed may be present at the hearing and will be permitted to present evidence and witnesses in his own behalf.

8. The board will make expeditious determination of the case. In the event the board finds in favor of the petitioners, the position of the Chairperson shall be regarded as vacant and the search procedure for a new Chairperson shall be instituted.

F. Position after Resignation.

1. A Chairperson may resign his position at any time within the specified appointment period without prejudice. While he will normally give notice of one (1) year, he may step down at any time.

G. Department Chairperson will carry teaching loads of no less than four (4) and no more than nine (9) clock hours per semester. Exceptions to these minima and maxima may be arranged under appropriate circumstances with the Dean of Instruction.

H. Supplements in the amount of $1,500 during 1985-86 and $1,550 during 1986-87 will be paid for responsibilities which are unique to the position of Department Chairperson. However, no person presently serving as a Department Chairperson shall have his present stipend reduced as a result of this provision. The supplement shall not be part of the Chairperson's base salary and must be relinquished when he vacates the position.

I. Duration of Appointment.

1. The Department Chairperson shall serve for a three (3) year term, at the end of which time he may run for reelection. There will be no limit to the number of terms a Chairperson may serve.

ARTICLE XIII

PROMOTION

A. Requirement for Promotion.

1. From Instructor to Assistant Professor

a. An instructor will be eligible for promotion to the rank of assistant professor when, other conditions of this Article having been completed with, he is an effective teacher, has received a master's degree, and has, over the course of time in rank, shown evidence of professional growth.

b. One (1) year contracts will be given to instructors for a maximum of four (4) years. At the end of each contract year, the instructor will be eligible for (1) reappointment in rank, (2) contract termination, (3) or promotion. Within the third year of service, if it is known that the instructor will not, or cannot, be promoted at the end of the fourth year, the instructor who remains through the fourth year with the assurance of reappointment at the end of that year, must also be assured of promotion to the rank of assistant professor at the beginning of the fifth year. If, however, an instructor has been hired with less than a master's degree, he must at least possess a master's degree before he will be promoted to the rank of assistant professor. Individuals not promoted to the rank of assistant professor will continue to advance on the salary scale of the instructor rank until they reach the maximum of the salary scale.

2. From Assistant Professor to Associate Professor

a. An assistant professor will be eligible for promotion to the rank of associate professor when, other conditions of this Article having been complied with, he is an effective teacher, has received a master's degree plus an additional thirty (30) graduate credits, and

has over the course of time in rank shown evidence of professional growth. Either the master's degree or the thirty (30) credits must be in or related to the faculty member's teaching field.

A terminal degree (e.g. MFA, JD, MSW, MLS) shall be recognized as the equivalent of a master's degree plus an additional thirty (30) graduate credits. A professional certificate (e.g. CPA) shall be recognized as the equivalent of an additional thirty (30) graduate credits.

b. The promotion of assistant professor shall not be automatic. The policy of the College, however, shall be to consider six (6) years as the usual period of time to be spent in the rank of assistant professor before consideration for advancement to the next rank. Individuals not promoted to the rank of associate professor will continue to advance on the salary scale of the assistant professor rank until they reach the maximum of the salary scale. Nothing in this paragraph shall be construed to mean that an assistant professor cannot be promoted before the end of six (6) years.

c. Exceptions such as are warranted may be made to the requirement of thirty (30) additional graduate credits for promotion to the rank of associate professor.

(1) Such exceptions, however, shall be provided for in a plan to be initiated by the faculty member, developed with his Department Chairperson, and approved by the Dean of Instruction. In the event the faculty member, the Department Chairperson and the Dean of Instruction cannot agree on an appropriate plan, the Vice President for Academic Affairs will attempt to resolve the impasse. If he cannot, the faculty member shall be promoted only when he meets the requirements set forth in 2. a above.

(2) In no event will the plan provide for less than two-thirds (2/3) of the required credits to be for graduate courses at accredited educational institutions, or recognized continuing education units, and for credit equivalents from educational programs offered by professionally recognized non-collegiate institutions and organizations. The remaining one-third (1/3) of the required credits may consist of planned educational experiences deemed appropriate for the particular faculty member. However, in the Fine Arts Disciplines, the requirement for the thirty (30) credits in addition to a master's degree may be partially substituted by appropriate experiences in the discipline which have been evaluated by qualified outside consultants selected by the Department Chairperson and the Dean of Instruction.

3. From Associate Professor to Professor

a. An associate professor will be eligible for promotion to the rank of professor when, other conditions of this article having been complied with, he is an outstanding teacher, has received a satisfactory evaluation, has been in the rank of associate professor for five (5) years, and has a doctorate from a regionally accredited institution of higher education. In the absence of a doctorate, the faculty member must have been in the rank of associate professor for seven

(7) years. Individuals not promoted to the rank of professor will continue to advance on the salary scale of the associate professor rank until they reach the maximum of the salary scale.

4. Promotion of Technical Instructor

a. If a faculty member has been employed as a Technical Instructor, a plan for his promotion to the rank of Technical Professor I will be developed by the faculty member and the Department Chairperson within the first semester after the initial employment and approved by the Dean of Instruction. In the event the faculty member, Department Chairperson and the Dean of Instruction cannot agree on an appropriate plan, the Vice President for Academic Affairs will attempt to resolve the impasse. If he cannot, the faculty member shall be promoted only when he meets the requirements set forth under Section A. 1, 2, and 3 of this Article.

b. Plans prepared under the provision of Section A. above may be subsequently modified by agreement of the faculty member, Department Chairperson and the Dean of Instruction, but educational experiences taken before the development of the original plan, or afterwards but not incorporated into the plan, may not be considered for the purposes of promotion.

c. The provisions of Section 1. a of this Article do not apply to faculty members in technical ranks.

5. Promotion to Technical Professor II and III

a. Plans for the promotion of faculty members in the technical ranks will be developed in accordance with the applicable provisions of Section A. 4 of this Article.

B. Procedures

1. Faculty members seeking consideration for promotion to a higher rank shall notify Department Chairperson and Dean of Instruction, or in the case of librarians, the Dean of the Learning Resources Center, in writing not later than October 15 of the academic year in which they wish to be considered, and they shall be given such consideration. Failure to give such written notification shall be considered to be an automatic waiver of such consideration. The effective date of all promotions shall be July 1 following the May 15 announcement date.

2. The salary and rank at which a faculty member is hired will be the base for consideration of subsequent promotions.

C. Clarification of "Teaching Effectiveness" and "Professional Growth"

1. Teaching effectiveness is the prime criterion for determining the worth of a teacher. Professional effectiveness shall be the prime criterion for determining the worth of Learning Resources Center faculty. The Department Chairperson, the Dean of Instruction and the President will

use all appropriate means to determine fairly the relative effectiveness of individual teachers. The Dean of the Learning Resources Center, the Vice President for Academic Affairs and the President will use all appropriate means to determine fairly the relative effectiveness of individual professional librarians. Consideration will be given to information received on student evaluation forms and to observations made during class visits by the Department Chairperson and by the Dean of Instruction.

2. Subordinate to teaching effectiveness or professional effectiveness but contributing to the evaluation of a faculty member for promotion are the following:

   a. Productive scholarship (as evidenced, for example, by the publication of articles or books in one's field of specialization, by artistic performance and shows)

   b. Professional improvement over and beyond the requirements for the promotion sought

   c. Committee work at the College (to include the supervision of special activities for students)

   d. Professional activity in his field of specialization

ARTICLE XIV

EVALUATION

1. All faculty members will be evaluated every year. All departmental evaluation plans shall provide for the inclusion of student and peer evaluative reviews for all faculty members during their first three (3) years after hire. During a faculty members fourth (4th), fifth (5th), and sixth (6th) year after hire, either the Dean or Department Chairperson or both may require the inclusion of peer and/or student evaluative reviews in the annual evaluation. The inclusion of peer and/or student evaluative reviews in the annual evaluation for faculty members after their first six (6) years of employment shall be mutually determined by the Dean and the Department Chairperson after consultation.

2. Each year the academic departments will establish the special criteria (in conformity with other provisions of this Agreement) and the procedures to be used in evaluating departmental faculty.

3. Such criteria and procedures will be submitted to a college-wide Evaluation Review Committee to be composed of four (4) faculty members elected by the faculty and three (3) administrative officers selected by the President of the College.

4. The criteria and procedures submitted to the Evaluation Review Committee by the departments will not become operative without the approval of said committee. Upon such approval they will be forwarded to the Dean of Instruction, or in the case of librarians, to the Dean of the Learning Resources Center and the Vice President for Academic Affairs.

5. The foregoing process must be completed by November 30 of each year.

6. Thereafter, between February 1 and March 1 of every year, each faculty member will be evaluated on the basis of the criteria and procedures established by the foregoing process.

7. Each evaluation will be submitted to the Dean of Instruction, Dean of Nursing and Allied Health, or in the case of librarians, to the Dean of Learning Resources Center for review and then will be filed in the faculty member's professional folder.

ARTICLE XV

GENERAL

A. Identification Cards.

1. All faculty shall be provided with official identification cards by the College at no cost to the faculty.

B. General fees or course charges for all full-time faculty members of institutions under the jurisdiction of the Board of Governors for Higher Education may be waived when they undertake a regular study program at their own or another institution, the level of eligibility for faculty members being unlimited. The same fee remission applies to legal dependents, only when pursuing courses for credit at the baccalaureate level.

C. The Association shall be consulted when the College calendar is being prepared.

D. Reimbursement for Use of Personal Automobile.

1. Members of the bargaining unit who are required to use their automobiles in the performance of prior approved official duties will be reimbursed in accordance with State Travel Regulations. Expenses will be allowed only from the assigned campus location.

E. Department Chairperson shall seek input and advice from department members in the development of department budget proposals.

F. In the event that faculty engage in outside employment it is understood that any and all use of College personnel, facilities, services or equipment in conjunction with a faculty member's outside consulting must be approved by the College in writing in advance of such use; and that arrangements for the use of College personnel, facilities, services or equipment shall provide for reimbursement of cost and overhead to the College at such sums as determined by the Dean of Instruction in consultation with the Chairperson, unless specifically authorized by the Vice President for Academic Affairs.

ARTICLE XVI

ALTERATION AGREEMENT

A. It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if agreed to in writing by both parties.

B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XVII

A. The Association and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Board lockout its employees during the term of this Agreement.

B. It is agreed that all provisions of this Agreement are binding on each of the employees covered by this contract.

ARTICLE XVIII

SAVINGS CLAUSE

Should any provisions of this Agreement, or any application thereof, be unlawful by virtue of any federal or state law, such provision of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE XIX

TERMINATION OF AGREEMENT

A. This Agreement shall be effective as of the 1st day of July, 1985, and shall remain in full force and effect until the 30th day of June, 1987.

It shall be automatically renewed from year to year thereafter commencing the 1st day of July, unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until a new Agreement is executed.

B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

C. In witness whereof, the parties hereto have set their hands this day of _____, 1985.

For the Board of Governors for Higher Education:

_____
Chairperson, Board of Governors Higher Education

_____
President, Community College of Rhode Island

_____
Commissioner for Higher Education

For the NEA/CCRIFA:

_____
President, NEA/CCRIFA

_____
Chairperson, Negotiations Committee

_____
Assistant Executive Director NEARI/NEA

APPENDIX A

All full-time teaching and research faculty employed at the Lincoln and Warwick campuses of the Community College of Rhode Island, consisting of instructors, assistant professors, associate professors, professors, department chairperson, librarians with faculty status and technical instructors (grades 1 and 2) but excluding the president, vice presidents, deans, associate deans, assistant deans, registrars, Dean of the Learning Resources Center, placement officer, Director of Computer Resource Center, lecturers in data processing, librarians who do not have library degrees, and faculty employed to replace other faculty on leave of absence.

The following is the agreement reached to settle the question concerning representation filed on behalf of the Community College of Rhode Island Faculty Association:

1. Full-time and part-time faculty who are paid in whole or part by state funds through federal grants will be included in the bargaining unit.*

2. Members of the bargaining unit on leaves of absence will continue to be included in the bargaining unit and will have Association dues deducted from salary they receive from the state.

3. Temporary employees hired to replace faculty on leaves of absence will not be included in the collective bargaining unit.

4. Part-time continuing faculty paid with state funds shall be included in the bargaining unit.

* Faculty employed on federal grants, represented by NEA/CCRIFA do not have bumping rights should their grants expire. However, they will be granted an interview and given special consideration should they apply for and be qualified for a new or vacant position within the collective bargaining unit.

APPENDIX B

SALARY PROVISIONS FOR 1985-87 CONTRACT

APPENDIX B[1]

1985-86 Salary Schedule
Academic Year

Faculty members may be employed at salaries at or above, but not below the minima as stated below:

	Minimum	Maximum
Instructor	$12,500.	$18,400.
Assistant Professor	14,200.	26,200.
Associate Professor	21,700.	31,400.
Professor	27,100.	35,800.

Promotion Increases

Assistant Professor	$200.
Associate Professor	350.
Professor	500.

APPENDIX B[2]

1986-87 Salary Schedule
Academic Year

	Minimum	Maximum
Instructor	$13,000.	$19,600.
Assistant Professor	15,100.	27,900.
Associate Professor	23,100.	33,400.
Professor	28,800.	38,100.

Promotion Increases

Assistant Professor	$213.
Associate Professor	373.
Professor	533.

APPENDIX B[3]

FOOTNOTES TO SALARY SCHEDULE

1. The general salary increase, including the cost of promotions, the cost of adjustments, and across the board increases shall total 7.0% for fiscal year 1985-86.

2. The general salary increase, including the cost of promotions, the cost of adjustments, and across the board increases shall total 6.5% for fiscal year 1986-87.

3. Faculty appointments will be for the academic year unless otherwise specified.

4. The academic year begins with a faculty meeting within one (1) week prior to the first day of classes and ends on Commencement Day.

5. Faculty members selected for a calendar year appointment shall receive an additional twenty (20) percent of their academic year salary as of July 1.

6. Faculty teaching in the LPN Program will receive an additional fifteen (15) percent of their academic year salary for the eight (8) week summer session.

7. This pay plan (Salary Scale 1985-86, Salary Scale 1986-87) is the only part of this contract that is retroactive to July 1, 1985.

LETTER OF UNDERSTANDING

#1

During the term of the 1985-87 contract, in the event that a faculty member is assigned by the Dean to teach a daytime course pursuant to the provisions of Article VII, C, of said contract, he will receive full compensation therefore in accordance with the payment policies and procedures of the College.

For the Board of Governors for Higher Education	For NEA/CCRIFA
Date	Date

LETTER OF UNDERSTANDING
#2

During the term of the 1985-87 contract, the Community College of Rhode Island agrees that the President and Vice President of the Community College of Rhode Island Faculty Association shall not be assigned a teaching load in excess of nine (9) contact hours each semester.

For the Board of Governors for Higher Education	For NEA/CCRIFA
Date	Date

LETTER OF UNDERSTANDING

#3

SABBATICAL LEAVE

During the term of the 1985-87 Contract, no more than five (5) percent of the total full-time faculty will be awarded sabbatical leave during an academic year.

For the Board of Governors for Higher Education	For NEA/CCRIFA
Date	Date

LETTER OF UNDERSTANDING

#4

For the years of 1985-86 and 1986-87, the Vice President for Academic Affairs may, in his exclusive discretion, grant sabbatical leaves in excess of the five (5) percent limitation up to a maximum of seven (7) percent.

For the Board of Governors for Higher Education	For NEA/CCRIFA
Date	Date

LETTER OF INTERPRETATION

#5

re: ARTICLE IV, D

If a faculty member is unable to perform his/her duties due to illness or accident, whether or not this occurs on a day of specifically scheduled activities, he/she shall be responsible to notify the Department Chairperson as soon as possible of such illness and its anticipated duration. The Chairperson shall then convey this information along with other uses of sick leave to the Dean of Instruction.

For the Board of Governors for Higher Education

Date

For NEA/CCRIFA

Date

LETTER OF UNDERSTANDING

#6

1985-87 Contract

A joint committee shall be established to review the academic advising process. The committee shall consist of three faculty members appointed by the Association and three administrators appointed by the Vice President for Academic Affairs. The committee shall make its report to the President and the Association not later than March 15, 1986. Said report shall not be binding.

For the Board of Governors for Higher Education	For NEA/CCRIFA
Date	Date

LETTER OF UNDERSTANDING

1985-87 Contract

A joint committee, consisting of three (3) faculty members appointed by the Faculty Association and three (3) administrators appointed by the Vice President for Academic Affairs, shall be established to review the process of faculty evaluation of experiential learning, faculty correction of research papers, and faculty administration of challenge exams. The committee shall make its report to the President and the Association not later than March 15, 1986. Said report shall not be binding.

For the Board of Governors for Higher Education	For NEA/CCRIFA
Date	Date

LETTER OF UNDERSTANDING

1985-87 Contract

A joint committee, consisting of three (3) faculty members appointed by the Faculty Association and three (3) administrators appointed by the Vice President for Academic Affairs, shall be established to review the matter of the supervision of students in a field setting. The committee shall make its report to the President and the Association on or before March 15, 1986. Said report shall not be binding.

For the Board of Governors for Higher Education	For NEA/CCRIFA
Date	Date

LETTER OF UNDERSTANDING

Grants

1. Consistent with federal, state and local laws and regulations, regular full-time faculty, who, with the approval of the administration, prepare proposals for the federal, state, foundation or corporate grants which are funded may be compensated therefore by a one-time payment from grant funds only (if such payment is permitted) at the rate of one-half (1/2) percent of the amount funded up to a maximum of $1200.00. Said payment will not be added to the salary base.

2. Consistent with federal, state and local laws and regulations and with the terms of the grant, regular full-time faculty may, with the approval of the administration, participate in grant activitives. When they do so, they may:

   a. Receive released time from their regular teaching load (provided the cost of a replacement is covered by the grant), or

   b. Receive compensation at a rate agreed upon by the faculty member concerned and the administration, except that if he teaches courses under the grant which are listed in the section of 1981-83 College Catalogue entitled "course descriptions" he shall be paid at the rate for evening, summer and weekend courses. All compensation paid under this section will be paid only from grant funds, will not exceed the amount the faculty member could have earned by teaching six (6) hours of evening and/or weekend classes, and shall be in lieu of such teaching.

For the Board of Governors for Higher Education	For NEA/CCRIFA
Date	Date

LETTER OF UNDERSTANDING

During the term of this contract (1985-87), Directors of the following programs will be paid supplements in the amount of $300 for responsibilities which are unique to the position of Program Director for the 1985-86 year and $350 for the 1986-87 year.

Director of the MLT Program
Director of the Dental Assistant Program
Director of the Radiography Program
Director of the Respiratory Therapy Program

The supplement shall not be part of the Program Director's base salary and must be relinquished when he vacates the position.

For the Board of Governors for Higher Education	For NEA/CCRIFA
Date	Date

LETTER OF AGREEMENT

1985-87 Contract

The parties agree that the holiday in honor of Martin Luther King as designated by the General Assembly shall be a holiday for members of the bargaining unit during the contract.

For the Board of Governors for Higher Education	For NEA/CCRIFA
Date	Date

A G R E E M E N T

BETWEEN

RHODE ISLAND BOARD OF GOVERNORS FOR HIGHER EDUCATION

AND

COMMUNITY COLLEGE OF RHODE ISLAND

FACULTY ASSOCIATION

(NEA/CCRIFA)

1987-90

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PREAMBLE

The Board of Governors for Higher Education, hereinafter called the Board, and the Community College of Rhode Island Faculty Association (NEA/CCRIFA), hereinafter called the Association, enter into this Agreement as of the 1st day of July, 1987 with the expectation that its implementation will enhance the ability of the Community College to serve its constituents.

ARTICLE I

RECOGNITION

The Board of Governors for Higher Education recognizes the Community College of Rhode Island Faculty Association (NEA/CCRIFA) as the exclusive bargaining agent for all collective negotiations under conditions set forth in the General Laws of Rhode Island, Title 36-11, for all employees of the Community College of Rhode Island who are members of the bargaining unit outlined in the Rhode Island Labor Relations Board, Case EE No. 1984, and as outlined in Appendix "A."

ARTICLE II

RIGHTS OF THE ASSOCIATION AND THE BOARD

A. The Association shall have the right to conduct official business on any campus of Commmunity College of Rhode Island at any reasonable time provided this business does not interrupt normal college operations.

B. The Association shall have the right to use faculty mail boxes for communications, including mass distribution. An Association bulletin board will be made available to the Association on all campuses of the Community College of Rhode Island.

C. Nothing contained herein shall be construed to deny or restrict the rights any faculty member may have under the general laws of the State of Rhode Island or other applicable laws and regulations.

D. The Board recognizes the Association's rights to have access to information relative to budget requests and authorization, staffing projections, register of professional personnel, names and addresses and salaries of all faculty in the bargaining unit, and the agenda and minutes of all Board meetings. Where material is normally available to the public, the Association will utilize the same avenues of acquisition as the public.

It is understood that this shall not be construed to require the College to compile information and statistics in the form requested which are not already compiled in that form. All requests shall be directed to the Vice President for Academic Affairs. Such requests must be acted upon within a reasonable time and the data furnished not later than ten (10) working days after receipt of such a request. These time limits may be extended by mutual agreement. Upon written request, the Association shall furnish information requested by the College.

E. The College administration shall advise the Association of new or modified, long range institutional planning, giving the Association reasonable time to react to the plan.

F. The President of the Association or his designee shall be a member of the President's cabinet with full voting rights and shall serve on all college-wide committees dealing with budgetary or academic concerns and all committees dealing with curriculum with full vote on any such committees,

expressly excluding from such college-wide committees the Council of Chairpersons.

G. Curriculum Committee

1. There shall be three (3) curriculum committees at the Community College.

   a. Curriculum Committee A shall be composed of one (1) member, plus department chairpersons, from each of the following departments: Technical and Industrial Studies, Distributive and Office Studies, and Engineering and Engineering Technology.

   b. Curriculum Committee B shall be composed of one (1) member, plus department chairpersons, from each of the following departments: Art, Biology, Business, Chemistry, Human Services, English, Foreign Languages and Cultures, Mathematics, Music, Physics, Psychology, and Social Sciences.

   c. Curriculum Committee C shall be composed of one (1) member, plus department chairpersons, from each of the following departments: ADN, LPN, and Allied Health Programs.

2. Curriculum Committee members will be elected for two-year terms every other spring by members of the department. They will take office in September. A member of the Learning Resources Center faculty will be a voting member of each Curriculum Committee.

3. The Dean of Instruction or his/her designee will chair each Curriculum Committee and will be entitled to vote only in case of a tie.

4. The purpose of the Curriculum Committee will be to consider courses of study and programs, and to approve or reject individual courses to be offered for degree credit in existing or proposed programs. All courses so approved are subject to approval by the Curriculum Review Board and to the ultimate approval by the President of the College.

5. The Assistant Dean of Academic Affairs will chair the Curriculum Review Board.

6. There shall be a Curriculum Review Board composed of nine (9) faculty members elected by the faculty. Members of the Review Board would serve staggered three-year terms. The first election would be held in September, 1979, and all nine (9) members would be selected, three (3) for a one-year term, three (3) for a two-year term, and three (3) for a three-year term. Thereafter, elections would be held each spring for terms beginning the following September.

7. Recommendations adopted by the three (3) Curriculum Committees shall be submitted to the Curriculum Review Board. The Review Board will consider all aspects of the recommendation and will either (1) forward the recommendation to the President with comments, or (2) return the recommendation to the particular Curriculum Committee with its reasons and suggested further action. Any recommendation rejected by the President shall be returned to the Curriculum Review Board with the President's

reasons for rejection in writing. The Curriculum Review Board will in turn forward the rejection and the reasons to the appropriate Curriculum Committee for its action.

8. Meetings of the Curriculum Committees and of the Review Board will be open to all faculty as observers.

9. Faculty members will present curriculum proposals to the Department Chairperson. The latter will seek departmental approval and then forward the proposal to the Chairperson of the appropriate Curriculum Committee for inclusion on the agenda. The written agenda will be distributed to all members of the Committee at least two (2) weeks prior to any meeting of the Committee.

H. Management Rights.

1. The Association recognizes the Board, the Commissioner for Higher Education and the administration of the Community College of Rhode Island, have responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the Community College of Rhode Island to the full extent authorized by law.

I. The Association and the administration will have the joint responsibility for planning and implementing a program for orientation of new faculty.

ARTICLE III

RIGHTS OF INDIVIDUALS

A. "Academic freedom" is essential to the College and its faculty and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspects is fundamental to the protection of the rights of the teacher in teaching and to the students for freedom of learning. It carries with it duties correlative with rights. The teacher is entitled to freedom in the classroom in discussing his subject.

B. Non-Discrimination Clause.

1. The Board and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, political affiliation, national origin, handicap, sex, or age.

2. All references to employees in this Agreement designate both sexes. Wherever the male gender is used it shall be construed to include male and female employees.

C. Meetings.

1. The Association recognizes the importance of participating in the activities of the Community College. However, attendance at all meetings will be strictly voluntary with the exception of general faculty meetings at the beginning of each semester or summer session.

D. Personnel Files

1. The College shall maintain two (2) official personnel files for each employee who is subject to this Agreement. One shall be designated as the "records file" and shall be kept in the College Personnel Office. The other shall be known as the "professional file" and shall be kept in the Office of the College President.

2. The "records file" shall contain all material needed by the College Personnel Office, such as, but not limited to, faculty appointment form, Rhode Island State Employee application, original copy of the State CS3, correspondence to the State Controller's Office concerning any salary adjustments due to error, loss of check, or anything that would affect the individual salary, all fringe benefit authorization forms, and change of status notification.

3. The "professional file" shall contain all papers relating to the initial employment of the employee, university transcripts, other records of educational achievement subsequent to employment with the College, evaluations of the employee prepared in accordance with this Agreement and all papers submitted therewith, and all official correspondence pertaining to hiring, retention, evaluation or promotion.

4. The "professional file" will be kept in lockable cabinets and will be available for examination in the Office of the College President only by the employee, the President of the College, the Vice President for Academic Affairs, or his/her staff designee, the Dean of Instruction, and the employee's Department Chairperson.

5. The employee shall have the right to examine his "professional file" at any time during normal business hours and to file a response to any item found therein, provided that letters of recommendation solicited in connection with his employment shall not be available to the employee or his representative.

6 A designated member of the Association having written authorization from the employee concerned, and in the presence of a representative of the College administration, may examine the "professional file" of that employee. Such examination is also subject to the limitations of paragraph 5 above.

7. Subject to the limitation of paragraph 5 above, the employee shall have the right to reproduce at his cost all documents in his "professional file" or "records file."

8. Copies made of materials in an employee's "professional file" shall be permitted for official College purposes, for use at formal proceedings, or grievance reviews, or for the express use of the employee, but shall not be permitted for any other purpose.

9. No anonymous material shall be placed in an employee's "professional file."

10. Materials shown to be false or unsubstantiated by a faculty member or the administration shall be removed from an employee's "professional file."

11. Unsolicited correspondence will not be placed in the "professional file" until it has been substantiated. Faculty members will be notified before any unsolicited material is placed in the "professional file."

ARTICLE IV

FRINGE BENEFITS

A. Health Benefits.

1. The State will pay the entire cost of Blue Cross Plan 100 or the cost of equivalent benefits under the RIGHA Plan for all eligible employees covered by this Agreement, individual or family, whichever is chosen by the individual employee.

2. It is further agreed that the State will pay the entire cost of all eligible employees covered by this Agreement of the Major Medical Insurance benefits of the Hospital Service Corporation of Rhode Island (Blue Cross) and also of the Rhode Island Medical Society Physicians Service, in accordance with the rules and regulations of such corporations or the cost of equivalent benefits under the Rhode Island Group Health Plan. Major Medical coverage will be to a maximum of $250,000.

3. The Board shall provide the Blue Cross two dollars ($2.00) deductible family prescription plan, or where applicable the equivalent prescription plan if available from RIGHA.

B. Life Insurance.

1. All employees covered by this Agreement are subject to and have the benefits of the State Group Life Insurance Program.

C. Disability Insurance.

1. All employees covered by this Agreement are subject to and have the benefits of the State ERS or TIAA Group Insurance Policy whichever applies.

D. Sick Leave.

1. In the event of accident or sickness which renders any faculty member temporarily incapable of performing his duties, sick leave shall be granted by the College as follows:

   a. When a faculty member is appointed, he will be included in the non-classified accrued leave system. Existing faculty shall carry forward any unused sick leave accumulated as beginning balances. Accrued rate for faculty will be fifteen (15) working days per year to a maximum of one hundred twenty (120) working days. If, after

the entire sick leave allowance accrued by the faculty member has been used, he is still unable to resume his duties he shall apply for a leave, with or without pay, or resign, and the decision shall rest with the President and the Board of Governors for Higher Education or its designee.

b. While on sick leave, a faculty member will accrue time toward promotion, seniority, gradute leave, sabbatical leave, and salary increment but will not accrue time toward sick leave.

E. Retirement Program.

1. Full-time members of the faculty who are exempt from the merit system of the State of Rhode Island shall be required to participate in the Teachers Insurance and Annuity Association (TIAA) retirement program after two (2) years of service and attainment of age thirty (30) as a condition of employment and as provided by law. Employees who are members of the Employee Retirement System at the time of employment shall be excepted. Participation is permitted, on a voluntary basis, on completion of two (2) years of employment for eligible employees under thirty (30) years of age.

F. Liability.

1. Coverage shall be that which is provided by the insurance policies of the Board of Governors for Higher Education.

G. The Board will provide Delta Dental Level II Family Plan, or its equivalent.

H. The Board will provide an individual vision/optical care program for the employee.

ARTICLE V

LEAVES

A. Sabbatical Leave.

1. A member of the faculty who has served full time for at least six (6) years, who has the rank of assistant professor or above and who is on tenure shall be eligible for a sabbatical leave.

2. Sabbatical leaves may be granted for graduate study, post-doctoral study, research or other professional improvement for a period of one (1) year at half pay, or for one-half (1/2) year at full pay.

3. Sabbatical leave shall be granted with the understanding that the recipient shall upon the termination of this leave return to his duties

at the College for at least one (1) year, unless by mutual agreement of the faculty member and the President it is deemed inadvisable for him to do so. At the close of the leave period, the faculty member shall file with the Dean of Instruction a detailed report of his professional activities during his absence in which he relates goals attained with those proposed in the leave request.

4. Upon completion of the academic year during which the sabbatical leave is taken, the faculty member shall begin again to accumulate leave service credit, becoming eligible for an additional sabbatical leave upon the accumulation of additional (minimum) six (6) year period of service credit. A faculty member on sabbatical leave will acrue time towards promotion but will not accrue sick leave. Faculty members granted extended leaves of absence beyond a sabbatical leave shall not accrue time toward promotion nor sick leave.

5. If a faculty member shall serve more than six (6) years before his first sabbatical leave, or between sabbatical leaves, the additional years beyond six (6) shall not be credited toward the service-credit requirement for the next or any subsequent sabbatical leave.

6. However, a faculty member whose approved sabbatical leave has been deferred or postponed because of a replacement or other operational difficulties, shall begin to accumulate service credit for his next sabbatical leave as of the scheduled start of the deferred or postponed leave but not including the time, if any, eventually spent on the deferred or postponed leave.

7. When on a sabbatical leave, a faculty member shall be permitted to receive travel expenses, fellowships, grants-in-aid or other financial assistance from sources other than the College provided he is not required to perform duties detrimental to the objective for which the leave has been granted; however, if he accepts employment for pay during the leave period, his college compensation will normally be reduced by the amount necessary to bring his total compensation for that period to a level comparable with his normal professional income.

8. Nothing in this section on sabbatical leave shall be construed to mean or imply that two (2) consecutive periods of sabbatical leave after twelve (12) or more years of continuing services are permitted.

9. The interest of the College, in addition to the professional and personal needs of the individual, shall be a major consideration in granting the leave. Except in an emergency, once the sabbatical leave has been approved and the faculty member has been notified, the administration is bound to adhere to its obligations and allow the leave to be taken.

10. The amount of leave shall be calculated at the rate of one (1) month of leave for each year of service.

11. Normally, leaves shall be granted only after six (6) years of service; but under special circumstances, leaves of shorter or longer duration may be granted, with a minimum of three (3) months and a maximum of nine (9) months. Requests for leaves of this type shall be processed through the Office of the Vice President for Academic Affairs to the President.

12. Application for leave shall be made in accordance with paragraph C.

B. Leave for Graduate Study.

1. A member of the faculty who has served full time for at least three (3) years may be granted a leave of absence to pursue graduate study. This leave shall be granted for a period of one (1) year at one-quarter (1/4) pay with the understanding that the recipient shall, upon the termination of one (1) year return to his duties at the College for at least one (1) year.

2. Application for leave shall be made in accordance with paragraph C. Shortly after his return to duty, the faculty member shall file with the Dean of Instruction a report of his professional activities during the absence. Only faculty on term appointments are eligible for the leave.

3. If applications for leave exceed the number that can be feasibly granted without jeopardizing course offerings or other work of a department, selections for approval shall be based on the number of years of service since the granting of the last leave. A faculty member on graduate leave will accrue time toward promotion, but will not accrue sick leave.

4. When on graduate study leave, a faculty member shall be permitted to receive travel expenses, fellowships, grants-in-aid or other financial assistance from sources other than the College provided he is not required to perform duties detrimental to the objective for which the leave has been granted; however, if he accepts employment for pay during the leave period, his college compensation will normally be reduced by the amount necessary to bring his total compensation for that period to a level comparable with his normal professional income.

5. When a faculty member takes a leave for graduate study, service for the purpose of a sabbatical leave will begin when he returns from such leave. Neither the time prior to the leave nor the time during the leave will be counted toward the six (6) years of service required for a sabbatical leave.

C. Application for Sabbatical and Graduate Study Leave.

1. Provisions for the cost of sabbatical leave shall be made in the College budget. For this to be accomplished, an application for sabbatical leave, in the form of a detailed written statement of purpose for the leave, shall be submitted by July 1, fourteen (14) months before the academic year for which the leave is requested. In exceptional circumstances, late application for sabbatical leave shall be considered.

2. A faculty member who desires a leave shall apply for leave in writing to his immediate supervisor, who shall send a copy of the application to the Dean of Instruction. The Dean shall report it to the Vice President for Academic Affairs. The immediate supervisor shall refer the sabbatical or graduate study leave applications to a Board of Review composed of four (4) members, two (2) of whom shall be elected by the faculty at large and two (2) of whom will be administrators appointed by the Vice President for Academic Affairs. The Board shall serve for a two (2) year period.

After a decision by the Board of Review all applications shall be presented to the President for final action. Accompanying such application shall be a statement giving the reason for the leave. The Board of Review will make every effort to present its recommendations to the President before February 1st. The President will inform faculty members of the disposition of their sabbatical leave application not later than two (2) weeks after receiving the recommendations from the Board of Review.

3. A plan for carrying on the work during the faculty member's absence shall be developed by the applicant and his immediate supervisor. If the application for leave meets with disapproval at any stage, the applicant shall be notified immediately.

4. While on sabbatical leave, if the approved plan is altered or its its completion is in doubt, the faculty member will contact the President as soon as possible.

D. Conditions of Return to Duty after Leave.

1. Upon his return from sabbatical or graduate study leave, an employee's salary shall be the same as he would have received had the period of his leave been spent in the service of the Board and he shall be returned to the same level which he held at the time said leave commenced if it exists, or, if not, to a substantially equivalent level. A sabbatical leave of absence may be extended without pay or increment for one (1) additional year.

E. Maternity Leave.

1. Maternity leave, without pay, will be granted upon request for up to two (2) full semesters. A female faculty member may be allowed the use of accrued sick leave for maternity purposes. Leave without pay will begin when accrued sick leave is exhausted. The faculty member will notify in writing her immediate supervisor and the Dean of Instruction her intention to take maternity leave sixty (60) days before such leave is to begin and she will notify the Vice President for Academic Affairs in writing sixty (60) days prior to the beginning of that semester in which she intends to return. The faculty member shall be guaranteed her position upon return subject to conditions of Article X.

F. Jury Leave.

1. Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his regular pay, and shall remit the jury duty pay received. The employee shall notify his immediate supervisor and Dean of Instruction as soon as possible.

G. Military Leave.

1. Every employee covered by this Agreement who has left or shall leave his position by reason of entering the armed forces of the United States

(whether through membership in the Reserve of the United States Military or Naval Forces or in National Guard or Naval Reserve or by reason of enlistment, induction, commission or otherwise) and who has been employed for one hundred eighty (180) or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Reenlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

2. At the conclusion of such military leave of absence, the employee shall be returned to his position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. The employee shall notify his immediate supervisor and the Dean of Instruction as soon as possible.

H. Military Training Leave.

1. Employees covered by this Agreement, who by reason of membership in the United States Military, Naval or Air Reserve or the National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) working days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose. During the period of military training leave with pay, the employee shall accrue sick leave credits.

2. Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service. The employee shall notify his immediate supervisor and the Dean of Instruction as soon as possible.

I. Leave for Professional Advancement.

1. A faculty member may receive leave to attend professional academic conferences upon recommendation by the department head and approval by the Dean of Instruction, or his designee, or in the case of librarians, by the Dean of the Learning Resources Center.

2. When a leave is approved by the Dean and funds are available, expenses will be paid by the College according to existing state travel regulations.

J. Vacation for Calendar Year Appointments.

1. The annual vacation for a member of the faculty on the calendar year (twelve (12) months) basis shall total twenty-two (22) working days. Working days shall refer to five (5) days per week, Monday through Friday, exclusive of scheduled holidays.

2. Vacation time shall be allowed to accumulate to a maximum of forty-four (44) working days. However, the time and the number of days of the vacation to be taken are to be mutually agreed upon in advance by the faculty member, the Department Chairperson, and the Dean of Instruction or Director.

3. There shall be no vacation granted for less than six (6) months of service but thereafter vacation for service during part of a year shall be prorated.

K. Leave Without Pay.

1. A leave of absence without pay may be granted to a faculty member. Applications will be submitted to the appropriate Department Chairperson, Dean of Instruction, Vice President for Academic Affairs and President for approval or disapproval. The leave may be extended by mutual agreement. While on leave without pay the employee shall not accrue sick leave, seniority, time toward promotion or fringe benefits.

L. Personal Days.

1. Full-time faculty members on calendar year appointments shall receive three (3) days leave pay per calendar year for the purpose of attending to personal business and/or religious observance. This personal business leave may be used for the one-half (1/2) day of on Good Friday afternoon, the one-half (1/2) day off on the day before Christmas, the one-half (1/2) day off on the day before New Year's Day, as well as for time off for other holy days. Staff members shall not be required to give a reason as a condition of utilizing this personal leave, but prior approval must be obtained from the immediate supervisor to assure that the absence does not interfere with the proper conduct of the office. Personal leave credits cannot be carried over from calendar year to calendar year.

2. The following schedule shall apply for all new employees in their first year of employment for the distribution of personal leave days: Employees appointed between January 1 and April 30 shall be entitled to three (3) personal leave days as provided in this article. Employees appointed between May 1 and August 31 shall be entitled to two (2) personal leave days as provided in this article. Employees appointed after September 1 shall be entitled to one (1) personal leave day as provided in this article.

M. Bereavement Leave.

1. In the event of death in the employee's family, the employee shall be entitled to absence with pay for four (4) days not chargeable to the

employee's sick leave or vacation accumulation. Such family members shall include the husband, wife, child, mother, father, brother and sister. In the event of the death of the employee's mother-in-law, father-in-law, grandfather or grandmother, or any other relative residing in the employee's household, the employee shall be entitled to four (4) full days not chargeable to the employee's sick or vacation leave. In either of the above situations, any needed additional days may be taken from the employee's accumulated sick or vacation leave.

N. When an official state holiday falls on a Saturday, each full-time calendar year employee who normally has Saturday as a day off shall be credited with the number of hours in accordance with his work schedule. Such time shall be discharged within two (2) pay periods and shall be coordinated with the immediate supervisor.

ARTICLE VI

CONDITIONS OF EMPLOYMENT

A. Department meetings will be called as the need arises. Except in an emergency, an agenda for all meetings will be published five (5) days in advance of the scheduled meetings. Attendance at department meetings will be voluntary. A quorum will not be required to conduct business.

B. Work Load

1. All full-time faculty shall maintain a classroom minimum of twelve (12) clock hours and a maximum of sixteen (16) clock hours with the following exceptions:

   a. English Department faculty--maximum of twelve (12) clock hours.

   b. Nursing Faculty--maximum of eighteen (18) clock hours. Effective 7/1/88, the maximum for nursing faculty shall be seventeen (17) clock hours.

   c. Medical Laboratory Technology faculty, Dental Assistant Program faculty, Respiratory Therapy Program faculty and Radiologic Technology faculty shall have thirty-two (32) clock hours per academic year; however, their load will not exceed eighteen (18) clock hours in any one semester.

   All laboratory, clinical and studio assignments will be met on the basis of a sixty (60) minute hour and will equal one (1) class hour. Only laboratory courses may be assigned after 3:30 p.m.

2. Office Hours

   a. A weekly office schedule of six (6) hours shall be maintained by all faculty with the exception of those who carry more than fifteen (15) clock hours, who will carry a weekly office schedule of four (4) hours.

b. Nothing in the Agreement shall preclude any individual from voluntarily assuming more than the minimum of office hours stated.

c. Nursing faculty shall hold office hours by appointment in response to student needs.

d. The mission of the Community College of Rhode Island requires close and frequent relationships between faculty members and students; hence no exceptions shall be allowed in the minimum office hour schedule. Moreover, each faculty member and his Department Chairperson will make a reasonable effort to insure that the faculty member is available to students at the College five (5) days a week; provided however that such requirement is not mandatory and may be varied according to the needs of the faculty member as approved by his Department Chairperson.

3. Scheduling

a. Schedules will be prepared by the Department Chairperson in consultation with the departments. They will consider master schedules, Curriculum Committee guidelines, personnel serving in more than one department, campus assignments, and College policy in the development of schedules. All schedules will be submitted to the Dean of Instruction for approval.

b. Requests for exceptions from the minimum class load shall be submitted to the Dean of Instruction for appropriate action. It is evident that subject matter, curriculum guidelines, teaching methods, i.e.: team teaching, independent study, etc., will vary within and between departments, and thus, exceptions from maximum and minimum class loads will be mutually determined between the department and the Dean of Instruction.

c. The Department Chairperson will maintain a master schedule for his department. He will report weekly to the Dean of Instruction cancellations and reason for such cancellations.

d. The faculty are expected to conform to the official College calendar, and have a responsibility to be available until the day following commencement.

ARTICLE VII

SUMMER AND EVENING (WEEKEND) SESSIONS

A. Full-time faculty shall have first priority to teach eleven (11) contact hours within their assigned discipline during the evening and weekend sessions, but in no event shall they be assigned more than three (3) courses. Provided, however, subject to the semester limitations in the preceding sentence, during the academic year a full-time faculty member shall not be assigned more than five (5) courses or more than eighteen (18) contact hours, whichever is greater. The College shall have the right to engage any person of its choice to teach additional courses within the assigned discipline during the summer, weekend, or evening sessions.

B. The College shall have the right to select all instructors, without regard to the foregoing priority (see A above) for courses or programs taught on or off-campus to industrial, business, banking, or agency employees pursuant to contracts between the Community College and employers.

C. In exceptional cases, upon the recommendation of the Department Chairperson, and only with the approval and at the discretion of the Dean of Instruction a full-time faculty member may teach not more than four (4) of the eleven (11) contact hours referred to in "A" above during the daytime.

D. Assignments to teach summer session shall be voluntary. Faculty members will have first priority to teach two (2) courses within their assigned discipline during the summer session, and in no event may they be assigned more than two (2) courses.

E. Compensation for teaching summer sessions, evening and weekend courses shall be as follows:

1987-88	$35.00 per clock hour
1988-89	$36.00 per clock hour
1989-90	$37.00 per clock hour

The only exception will be when the evening, summer or weekend course is part of the normal load, or the individual is on a calendar year day schedule.

F. Faculty members may be assigned to teach evening and weekend courses as part of their normal teaching loads, where mutually agreeable.

ARTICLE VIII

EMPLOYMENT AND RANKS

A. There shall be two (2) sets of rank for members of the faculty:

Set 1	Set 2
Technical Instructor	Instructor
Technical Professor I	Assistant Professor
Technical Professor II	Associate Professor
Technical Professor III	Professor

Technical ranks are available only in unusual cases to faculty members in the following departments: Technical and Industrial Studies, Engineering and Engineering Technology, Distributive and Office Studies.

B. Other than where specifically expressed, all provisions of this Agreement will apply to all individuals holding any of the foregoing ranks.

C. Faculty members will not be hired in ranks for which they do not meet the requirements for promotion set forth in Article XIII.

D. Temporary faculty may be employed each year in all ranks. They are assigned temporarily to vacancies caused by the absence of faculty members on leave,

or to provide instruction in emergency situations. The term of service may be for a month or two (2), up to a year. In no event can any such appointee be given assurance of employment beyond the term indicated in this contract. Temporary faculty do not accrue time toward tenure, nor do they qualify for annual salary review, consideration for promotion, or the privilege of being granted leave.

ARTICLE IX

GRIEVANCE PROCEDURE

A. For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Board and the Association or any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

B. There shall be a grievance procedure as follows:

1. A grievance shall be presented, in writing, to the Dean of Instruction by the aggrieved employee and/or by the Association within ten (10) working days after the employee knew or should have known of the occurrence of such grievance. The grievance shall state the nature of the same and the articles and section of the Collective Bargaining Agreement deemed to have been violated.

2. The aggrieved employee and an Association representative shall discuss the grievance with the Dean of Instruction (or his/her designee who may be the Dean of Nursing and Allied Health Programs) in an attempt to settle the same. The Dean of Instruction (or his/her designee) shall render his decision in writing within five (5) working days.

3. If the grievance is not settled to the satisfaction of the grievant in accordance with Section 2. above, it shall be presented to the President of the College who shall hold a hearing thereon within ten (10) working days after receipt of the grievance. The aggrieved employee and an Association representative shall be present at the hearing before the President. The President shall render a decision to the grievant and to the Association within ten (10) working days from the completion of the hearing.

4. If the grievance is not resolved in Section 3. above, the grievant may submit the grievance in writing to the Commissioner for Higher Education within ten (10) working days following the completion of 3 above. A copy of the materials which came forth in the grievance procedure to that level shall be enclosed. The Commissioner or his designee shall hold an informal hearing with the grievant and/or a representative of the Association. The Commissioner or his designee shall communicate his decision in writing to the aggrieved employee and the Association within twenty (20) working days from the completion of the hearing process.

5. Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The President, on request, will produce payroll and other records, as necessary. The Association representative will have the right to assist the aggrieved at any step of the grievance procedure.

Nothing contained herein deprives an individual employee of the right to process his grievance under this Article without Association representative. If such grievance is processed without Association representation, the facts of said grievance will be furnished to the Association.

6. It is also agreed that in all cases of dismissal the aggrieved and/or the Association committee may go immediately to Section B. 3 of the grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to B. 3 above.

7. Any grievance not answered within the prescribed time limit may be appealed to the next level.

8. The time periods set forth above are essential to the grievance procedure. Any grievance not filed within said limits shall be dismissed.

9. If a grievance shall not be settled under the provisions of this grievance procedure, such grievance shall at the request of the Association be referred to the American Arbitration Association for resolution pursuant to its voluntary labor arbitration rules unless the parties mutually agree to another agency or forum.

C. Arbitration

1. All submissions to arbitration must be made within two (2) weeks after the grievance procedure decision under Section B. 4.

2. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

3. Only grievances arising out of the provisions of this contract relating to the application or interpretation thereof, may be submitted to arbitration.

ARTICLE X

TERMINATION AND RETRENCHMENT

A. Term Appointments

1. Term Contract Subject to Non-Renewal Procedure. A faculty member may receive a term contract of one (1), or two (2), or three (3) years at the discretion of the President on recommendations of the Department Chairperson and the Dean of Instruction. Faculty members shall be evaluated yearly.

2. Non-Renewal. Written notice stating the reason that a term appointment is not to be renewed upon expiration is to be given to the employee by the President or his representative as soon as possible and not less than:

a. Three (3) months prior to the end of a term expiring at the end of

such employee's first year of service within the institution, but no later than March 1 for terms ending in June or August.

b. Six (6) months prior to the end of a term expiring at end of such employee's second year of service within the institution, but not later than December 15 for terms ending in June or August.

c. Twelve (12) months prior to the expiration of such an appointment after two (2) or more years of service within the institution.

d. In rare circumstances the above time limits may be waived and a faculty member may be dismissed or suspended when the President deems it to be in the best interest of the College. This action will not be arbitrary or capricious. The faculty member involved may challenge this action through the grievance procedure. If the grievance is sustained, the faculty member will receive any benefits lost as a result of the President's action.

B. Tenure.

1. The institution during a period of six (6) years has the opportunity to observe and evaluate the capabilities and the performance of a faculty member. Each time a faculty member's contract comes up for renewal, the administration is charged with the responsibility of judging all the qualifications of that faculty member. This judgment should be active, not passive.

2. Upon this judgment must be based a decision to reappoint those who have performed satisfactorily, or to refuse to renew the contracts of those who have not performed satisfactorily. No system of tenure will be effective if it is not administered with fairness and firmness. When a faculty member has served six (6) years, and has, thus, been found worthy of retention by the institution, the institution shall recommend to the Board of Governors for Higher Education that the faculty member merits tenure, and tenure shall be granted. (Regardless of time served at the institution, any untenured faculty member who is promoted from assistant professor to associate professor, or from associate professor to professor, shall be recommended to the Board of Governors for Higher Education as worthy of tenure, and tenure shall be granted.)

C. Termination

1. The President and the Board of Governors for Higher Education may suspend or dismiss a faculty member. No faculty member will, however, be suspended, dismissed, or reduced in rank or compensation without due cause. "Dismissal," for the purpose of this Agreement, shall include, but shall not be restricted to, non-renewal of contract for any faculty member without tenure, denial of tenure after the sixth year, or dismissal during the year.

2. Notice of dismissal shall contain reasons for such dismissal. The timing of the notification of dismissal shall conform with the provisions of Article X, Section A. 2 and Article XIII, Section A. 1, of this Agreement, but in any case the faculty member shall be notified in writing on

or before the effective date of dismissal. A copy of any dismissal notice shall be sent to the Association if the dismissed faculty member so desires.

D. Retrenchment as the result of financial or program curtailment shall be applied in the following manner:

1. Termination of employment of incumbents of positions which are subject to retrenchment shall be made from among incumbents holding the same or similar positions in the unit, department or program, as appropriate.

2. Under the normal circumstances, and consistent with the educational mission of the department or program affected, termination shall first take place as follows:

   a. Among the part-time employees in the department or program before full-time employees are terminated.

   b. Among full-time employees holding academic rank, such termination shall be made from those holding temporary appointments, and from those holding term appointments before the termination of employees holding tenure. Such removal shall be made in the inverse order of appointment within each group.

   c. Among full-time professional employees, such termination shall be made in the inverse order of original appointment, provided, however, such removal shall be made from among employees having temporary appointments before the removal of employees having term appointments.

3. The Board will notify the persons affected as soon as practicable recognizing that, where circumstances permit, it is desirable to provide all faculty members with at least one (1) semester notice.

4. Persons removed as a result of retrenchment shall be advised of the opportunity for reemployment in the same or a similar position at the College for a period of two (2) years, and must accept such offer within fifteen (15) days after such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date such offer was made. The College shall make every reasonable effort to place an incumbent so separated within the College, provided that a suitable position for which the person is otherwise qualified is available for such appointment.

5. The original appointment shall mean the date of first appointment to College service, followed by continuous and uninterrupted service within the College up to the time of reduction and abolishment of positions. Authorized leave of absence at full salary or without salary shall not be deemed an interruption of service with the College. In the event an incumbent believes such date has been incorrectly determined, he shall so advise the College, and indicate the date he believes to be correct.

No course of study within a department may be taught by a non-member of the bargaining unit, after retrenchment of any faculty member, whose teaching duties encompassed the teaching of that particular course.

ARTICLE XI

FACULTY PARTICIPATION IN SELECTION PROCESS

A. Selecton of Deans.

1. Whenever a vacancy occurs in one of the positions mentioned, the President shall appoint an advisory committee to assist in filling the vacancy. Ordinarily, the committee shall have five (5) members drawn from segments of the College most immediately concerned, or who have special knowledge of the requirements of the position to be filled. Two (2) faculty members elected by the faculty, shall be included, and student member(s) shall be appointed when deemed appropriate. Candidates for the position will not be eligible to serve on such committee. The committee membership may be enlarged when wider representation of interest is desirable. The committee will select its own chairperson.

2. The advisory committee shall help assemble by various means, including the solicitation of names by canvass when appropriate, a suitable list of candidates for the vacant office; shall screen the candidates by reviewing their qualifications; shall make recommendations regarding the candidates to the President.

B. Selection of Vice Presidents.

1. When the search for a Vice President is the responsibility of the College, the provisions of Section A. of this Article shall apply.

2. When the search for a Vice President is undertaken by the Board of Governors for Higher Education, the procedures determined by the Board will be followed.

C. Posting of Positions.

1. All new and vacant positions shall be posted on the bulletin board for one (1) week. All employees applying for such vacancies shall make a request in writing to the appropriate officer not later than ten (10) days after the end of the posting period.

D. Initial Appointment.

1. New faculty shall be recommended initially by the Department Chairperson after consultation with the deparmental Advisory Committee or the whole department. The final decision on appointment of any new faculty member shall be made by the President upon the recommendation of the Vice President for Academic Affairs who will consider the recommendation of the Dean of Instruction and the Department Chairperson. The Department Chairperson shall be notified within two (2) weeks of the President's action on the recommendation for appointment. If the President after consultation with the apppropriate administrative officers finds reason to reject a recommendation for appointment, he shall transmit the reasons in writing to the Department Chairperson concerned.

E. Employees who apply for new or vacant positions within the collective bargaining unit shall be granted an interview, and if not selected for the position, given written reasons for same.

ARTICLE XII

DEPARTMENT CHAIRPERSON

A. No department shall exist with less than six (6) members. Every department shall have a Chairperson.

B. Role of Department Chairperson.

1. The Department Chairperson is responsible to the Dean of Instruction. He shall have administrative responsibility for the program(s) and the facilities of the department. He shall be responsible for curriculum and program development within the department. He shall be responsible for the evaluation of the instructional and administrative processes of the department and make recommendations to the Dean on these matters. He shall evaluate department member and report the evaluations as required. He shall recommend appointments, reappointments, promotion, tenure, and dismissals of department members. He shall insure adequate supervision of instruction. He shall carry out such other duties as are set forth elsewhere by the College and are consistent with this Agreement. The Department Chairperson shall carry out these activities in consultation with department members where appropriate.

C. Selection of Department Chairperson.

1. During the month of February of the third year of the term of a Department Chairperson whose term is to expire on June 30, or within one (1) month of the declaration of a vacancy, faculty in an academic department shall meet for the purpose of electing an individual to serve as Chairperson. All members of the department shall be notified two (2) weeks prior to the meeting of the time, place, and purpose of the meeting.

2. All faculty in the department who are members of the bargaining unit are eligible to run for election and to vote. A majority of the department faculty shall constitute a quorum for the purpose of conducting the election to select an individual to serve as Department Chairperson.

3. The willingness of each nominee to serve as a Department Chairperson will be confirmed prior to the selection.

4. The Department Chairperson shall be elected by a majority vote of the faculty present at the meeting. The voting will be by secret ballot. If no candidate receives a majority, a run-off election will be held between the top two (2) vote getters.

5. The results of the election shall be made known as soon as possible by the Department Chairperson. The Department Chairperson shall transmit in writing the results of the election to the President.

6. The President shall receive notice of the department's choice and shall appoint him.

7. Normally, the process for selection of a Chairperson will be completed by March 31 or within two (2) months of a declared vacancy.

D. Dismissal of Department Chairperson.

1. If in the opinion of the President, the Department Chairperson is not fulfilling his responsibilities, the President may terminate the appointment of the Chairperson. The notice of dismissal shall contain a statement of reasons.

E. Removal of Chairperson.

1. When faculty members perceive problems between themselves and the Chairperson of their department, they should bring such problems to the attention of the Dean of Instruction. The latter should attempt to resolve the difficulties.

2. If the problems are not resolved, a majority of the full-time faculty (excluding the Chairperson) may initiate charges against the Chairperson.

3. Such charges must be specific, reduced to writing, and signed by all of the petitioning faculty members.

4. The petition will be presented to the Vice President for Academic Affairs, and a copy given to the Chairperson concerned.

5. Hearings on the petition will begin ten (10) days after receipt of the petition by the Vice President for Academic Affairs.

6. The hearings will be conducted by a board composed of the Vice President for Academic Affairs, or his/her designee, three (3) faculty members elected by the faculty, and a Department Chairperson selected by the Department Chairpersons. The faculty and Department Chairperson will elect their representatives to such board in September 1985 and will serve for a period of two (2) years.

7. The Chairperson against whom petition has been filed may be present at the hearing and will be permitted to present evidence and witnesses in his own behalf.

8. The board will make expeditious determination of the case. In the event the board finds in favor of the petitioners, the position of the Chairperson shall be regarded as vacant and the search procedure for a new Chairperson shall be instituted.

F. Position after Resignation.

1. A Chairperson may resign his position at any time within the specified appointment period without prejudice. While he will normally give notice of one (1) year, he may step down at any time.

G. Department Chairperson will carry teaching loads of no less than four (4) and no more than nine (9) clock hours per semester. Exceptions to these minima and maxima may be arranged under appropriate circumstances with the Dean of Instruction.

H. Supplements in the amount of $1,650 during 1987-88; $1,750 during 1988-89; and $1,850 during 1989-90 will be paid for responsibilities which are unique to the position of Department Chairperson. However, no person presently serving as a Department Chairperson shall have his present stipend reduced as a result of this provision. The supplement shall not be part of the Chairperson's base salary and must be relinquished when he vacates the position.

I. Duration of Appointment.

1. The Department Chairperson shall serve for a three (3)-year term, at the end of which time he may run for reelection. There will be no limit to the number of terms a Chairperson may serve.

ARTICLE XIII

PROMOTION

A. Requirement for Promotion.

1. From Instructor to Assistant Professor

a. An instructor will be eligible for promotion to the rank of assistant professor when, other conditions of this Article having been completed with, he is an effective teacher, has received a master's degree, and has, over the course of time in rank, shown evidence of professional growth.

b. One (1) year contracts will be given to instructors for a maximum of four (4) years. At the end of each contract year, the instructor will be eligible for (1) reappointment in rank, (2) contract termination, (3) or promotion. Within the third year of service, if it is known that the instructor will not, or cannot, be promoted at the end of the fourth year, the instructor who remains through the fourth year with the assurance of reappointment at the end of that year, must also be assured of promotion to the rank of assistant professor at the beginning of the fifth year. If, however, an instructor has been hired with less than a master's degree, he must at least possess a master's degree before he will be promoted to the rank of assistant professor. Individuals not promoted to the rank of assistant professor will continue to advance on the salary scale of the instructor rank until they reach the maximum of the salary scale.

2. From Assistant Professor to Associate Professor

a. An assistant professor will be eligible for promotion to the rank of associate professor when, other conditions of this Article having been complied with, he is an effective teacher, has received a master's degree plus an additional thirty (30) graduate credits, and

has over the course of time in rank shown evidence of professional growth. Either the master's degree or the thirty (30) credits must be in or related to the faculty member's teaching field.

A terminal degree (e.g. MFA, JD, MSW, MLS) shall be recognized as the equivalent of a master's degree plus an additional thirty (30) graduate credits.

A professional certificate (e.g. CPA) may be recognized as the equivalent of an additional thirty (30) graduate credits when the Department Chair and the Dean are in agreement that the faculty member has demonstrated that this represents the equivalent of thirty (30) graduate credits.

b. The promotion of assistant professor shall not be automatic. The policy of the College, however, shall be to consider six (6) years as the usual period of time to be spent in the rank of assistant professor before consideration for advancement to the next rank. Individuals not promoted to the rank of associate professor will continue to advance on the salary scale of the assistant professor rank until they reach the maximum of the salary scale. Nothing in this paragraph shall be construed to mean that an assistant professor cannot be promoted before the end of six (6) years.

c. Exceptions such as are warranted may be made to the requirement of thirty (30) additional graduate credits for promotion to the rank of associate professor.

(1) Such exceptions, however, shall be provided for in a plan to be initiated by the faculty member, developed with his Department Chairperson, and approved by the Dean of Instruction. In the event the faculty member, the Department Chairperson and the Dean of Instruction cannot agree on an appropriate plan, the Vice President for Academic Affairs will attempt to resolve the impasse. If he cannot, the faculty member shall be promoted only when he meets the requirements set forth in 2. a above.

(2) In no event will the plan provide for less than two-thirds (2/3) of the required credits to be for graduate courses at accredited educational institutions, or recognized continuing education units, and for credit equivalents from educational programs offered by professionally recognized non-collegiate institutions and organizations. The remaining one-third (1/3) of the required credits may consist of planned educational experiences deemed appropriate for the particular faculty member. However, in the Fine Arts Disciplines, the requirement for the thirty (30) credits in addition to a master's degree may be partially substituted by appropriate experiences in the discipline which have been evaluated by qualified outside consultants selected by the Department Chairperson and the Dean of Instruction.

3. From Associate Professor to Professor

a. An associate professor will be eligible for promotion to the rank of professor when, other conditions of this article having been complied with, he is an outstanding teacher, has received a satisfactory

evaluation, has been in the rank of associate professor for five (5) years, and has a doctorate from a regionally accredited institution of higher education. In the absence of a doctorate, the faculty member must have been in the rank of associate professor for seven

(7) years. Individuals not promoted to the rank of professor will continue to advance on the salary scale of the associate professor rank until they reach the maximum of the salary scale.

4. Promotion of Technical Instructor

a. If a faculty member has been employed as a Technical Instructor, a plan for his promotion to the rank of Technical Professor I will be developed by the faculty member and the Department Chairperson within the first semester after the initial employment and approved by the Dean of Instruction. In the event the faculty member, Department Chairperson and the Dean of Instruction cannot agree on an appropriate plan, the Vice President for Academic Affairs will attempt to resolve the impasse. If he cannot, the faculty member shall be promoted only when he meets the requirements set forth under Section A. 1, 2, and 3 of this Article.

b. Plans prepared under the provision of Section A. above may be subsequently modified by agreement of the faculty member, Department Chairperson and the Dean of Instruction, but educational experiences taken before the development of the original plan, or afterwards but not incorporated into the plan, may not be considered for the purposes of promotion.

c. The provisions of Section 1. a of this Article do not apply to faculty members in technical ranks.

5. Promotion to Technical Professor II and III

a. Plans for the promotion of faculty members in the technical ranks will be developed in accordance with the applicable provisions of Section A. 4 of this Article.

B. Procedures

1. Faculty members seeking consideration for promotion to a higher rank shall notify Department Chairperson and Dean of Instruction, or in the case of librarians, the Dean of the Learning Resources Center, in writing not later than October 15 of the academic year in which they wish to be considered, and they shall be given such consideration. Failure to give such written notification shall be considered to be an automatic waiver of such consideration. The effective date of all promotions shall be July 1 following the May 15 announcement date.

2. The salary and rank at which a faculty member is hired will be the base for consideration of subsequent promotions.

C. Clarification of "Teaching Effectiveness" and "Professional Growth"

1. Teaching effectiveness is the prime criterion for determining the worth of a teacher. Professional effectiveness shall be the prime criterion for determining the worth of Learning Resources Center faculty. The Department Chairperson, the Dean of Instruction and the President will

use all appropriate means to determine fairly the relative effectiveness of individual teachers. The Dean of the Learning Resources Center, the Vice President for Academic Affairs and the President will use all appropriate means to determine fairly the relative effectiveness of individual professional librarians. Consideration will be given to information received on student evaluation forms and to observations made during class visits by the Department Chairperson and by the Dean of Instruction.

2. Subordinate to teaching effectiveness or professional effectiveness but contributing to the evaluation of a faculty member for promotion are the following:

   a. Productive scholarship (as evidenced, for example, by the publication of articles or books in one's field of specialization, by artistic performance and shows)

   b. Professional improvement over and beyond the requirements for the promotion sought

   c. Committee work at the College (to include the supervision of special activities for students)

   d. Professional activity in his field of specialization

ARTICLE XIV

EVALUATION

1. All faculty members will be evaluated every year. All departmental evaluation plans shall provide for the inclusion of student and peer evaluative reviews for all faculty members during their first three (3) years after hire. During a faculty members fourth (4th), fifth (5th), and sixth (6th) year after hire, either the Dean or Department Chairperson or both may require the inclusion of peer and/or student evaluative reviews in the annual evaluation. The inclusion of peer and/or student evaluative reviews in the annual evaluation for faculty members after their first six (6) years of employment shall be mutually determined by the Dean and the Department Chairperson after consultation.

2. Each year the academic departments will establish the special criteria (in conformity with other provisions of this Agreement) and the procedures to be used in evaluating departmental faculty.

3. Such criteria and procedures will be submitted to a college-wide Evaluation Review Committee to be composed of four (4) faculty members elected by the faculty and three (3) administrative officers selected by the President of the College.

4. The criteria and procedures submitted to the Evaluation Review Committee by the departments will not become operative without the approval of said committee. Upon such approval they will be forwarded to the Dean of Instruction, or in the case of librarians, to the Dean of the Learning Resources Center and the Vice President for Academic Affairs.

5. The foregoing process must be completed by November 30 of each year.

6. Thereafter, between February 1 and March 1 of every year, each faculty member will be evaluated on the basis of the criteria and procedures established by the foregoing process.

7. Each evaluation will be submitted to the Dean of Instruction, Dean of Nursing and Allied Health, or in the case of librarians, to the Dean of Learning Resources Center for review and then will be filed in the faculty member's professional folder.

ARTICLE XV

GENERAL

A. Identification Cards.

1. All faculty shall be provided with official identification cards by the College at no cost to the faculty.

B. General fees or course charges for all full-time faculty members of institutions under the jurisdiction of the Board of Governors for Higher Education may be waived when they undertake a regular study program at their own or another institution, the level of eligibility for faculty members being unlimited. The same fee remission applies to legal dependents, only when pursuing courses for credit at the baccalaureate level.

C. The Association shall be consulted when the College calendar is being prepared.

D. Reimbursement for Use of Personal Automobile.

1. Members of the bargaining unit who are required to use their automobiles in the performance of prior approved official duties will be reimbursed in accordance with State Travel Regulations. Expenses will be allowed only from the assigned campus location.

E. Department Chairperson shall seek input and advice from department members in the development of department budget proposals.

F. In the event that faculty engage in outside employment it is understood that any and all use of College personnel, facilities, services or equipment in conjunction with a faculty member's outside consulting must be approved by the College in writing in advance of such use; and that arrangements for the use of College personnel, facilities, services or equipment shall provide for reimbursement of cost and overhead to the College at such sums as determined by the Dean of Instruction in consultation with the Chairperson, unless specifically authorized by the Vice President for Academic Affairs.

ARTICLE XVI

ALTERATION AGREEMENT

A. It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if agreed to in writing by both parties.

B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XVII

A. The Association and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Board lockout its employees during the term of this Agreement.

B. It is agreed that all provisions of this Agreement are binding on each of the employees covered by this contract.

ARTICLE XVIII

SAVINGS CLAUSE

Should any provisions of this Agreement, or any application thereof, be unlawful by virtue of any federal or state law, such provision of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE XIX

TERMINATION OF AGREEMENT

A. This Agreement shall be effective as of the 1st day of July, 1987, and shall remain in full force and effect until the 30th day of June, 1990.

It shall be automatically renewed from year to year thereafter commencing the 1st day of July, unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until a new Agreement is executed.

B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

C. In witness whereof, the parties hereto have set their hands this day of _____, 1987.

For the Board of Governors for Higher Education:

Chairperson, Board of Governors
Higher Education

President, Community College
of Rhode Island

Commissioner for Higher
Education

For the NEA/CCRIFA:

President, NEA/CCRIFA

Chairperson, Negotiations
Committee

Assistant Executive Director
NEARI/NEA

APPENDIX A

All full-time teaching and research faculty employed at the Lincoln and Warwick campuses of the Community College of Rhode Island, consisting of instructors, assistant professors, associate professors, professors, department chairperson, librarians with faculty status and technical instructors (grades 1 and 2) but excluding the president, vice presidents, deans, associate deans, assistant deans, registrars, Dean of the Learning Resources Center, placement officer, Director of Computer Resource Center, lecturers in data processing, librarians who do not have library degrees, and faculty employed to replace other faculty on leave of absence.

The following is the agreement reached to settle the question concerning representation filed on behalf of the Community College of Rhode Island Faculty Association:

1. Full-time and part-time faculty who are paid in whole or part by state funds through federal grants will be included in the bargaining unit.*

2. Members of the bargaining unit on leaves of absence will continue to be included in the bargaining unit and will have Association dues deducted from salary they receive from the state.

3. Temporary employees hired to replace faculty on leaves of absence will not be included in the collective bargaining unit.

4. Part-time continuing faculty paid with state funds shall be included in the bargaining unit.

* Faculty employed on federal grants, represented by NEA/CCRIFA do not have bumping rights should their grants expire. However, they will be granted an interview and given special consideration should they apply for and be qualified for a new or vacant position within the collective bargaining unit.

APPENDIX B

SALARY PROVISIONS FOR 1987-90 CONTRACT

APPENDIX B[1]

1987-88 Salary Schedule
Academic Year

Faculty members may be employed at salaries at or above, but not below the minima as stated below:
The salary increases at each rank shall apply regardless of the contractual maximums.

	Minimum	Maximum
Instructor	$13,975	$21,533
Assistant Professor	16,233	30,668
Associate Professor	24,833	36,703
Professor	30,960	41,869

Promotion Increments

Assistant Professor	$229.
Associate Professor	401.
Professor	573.

APPENDIX B[2]

1988-89 Salary Schedule
Academic Year

	Minimum	Maximum
Instructor	$15,023	$23,471
Assistant Professor	17,450	33,428
Associate Professor	26,695	40,006
Professor	33,282	45,637

Promotion Increments

Assistant Professor	$246.
Associate Professor	431.
Professor	616.

APPENDIX B3

1989-90 SALARY SCHEDULE
Academic Year

	Minimum	Maximum
Instructor	$16,150	$25,231
Assistant Professor	18,759	35,935
Associate Professor	28,697	43,006
Professor	35,778	49,060

Promotion Increments

Assistant Professor	$264.
Associate Professor	$463.
Professor	$662.

APPENDIX B[3]

FOOTNOTES TO SALARY SCHEDULE

1. The general salary increase shall total 7.5% for fiscal year 1987-88.
2. The general salary increase shall total 7.5% for fiscal year 1988-89.
3. The general salary increase shall total 7.5% for fiscal year 1989-90.
4. Faculty appointments will be for the academic year unless otherwise specified.
5. The academic year begins with a faculty meeting within one (1) week prior to the first day of classes and ends on Commencement Day.
6. Faculty members selected for a calendar year appointment shall receive an additional twenty (20) percent of their academic year salary as of July 1.
7. For the 1987-90 contract, no member of the bargaining unit shall be affected by the contractual maximums.

LETTER OF UNDERSTANDING

#1

During the term of the 1987-90 contract, in the event that a faculty member is assigned by the Dean to teach a daytime course pursuant to the provisions of Article VII, C, of said contract, he will receive full compensation therefore in accordance with the payment policies and procedures of the College.

Walter D. DeMagistris
for the Board of Governors for Higher Education

11/23/87
Date

Jeanette Woolley
For NEA/CCRIFA

12/8/87
Date

LETTER OF UNDERSTANDING

#2

During the term of the 1987-90 contract, the Community College of Rhode Island agrees that the President and Vice President of the Community College of Rhode Island Faculty Association shall not be assigned a teaching load in excess of nine (9) contact hours each semester.

William D. DeMaggio
For the Board of Governors for Higher Education

11/23/87
Date

Jeanette Woolley
For NEA/CCRIFA

12/8/87
Date

LETTER OF UNDERSTANDING

#3

SABBATICAL LEAVE

During the term of the 1987-90 Contract, no more than five (5) percent of the total full-time faculty will be awarded sabbatical leave during an academic year.

William D. DeMaggio
For the Board of Governors for Higher Education

11/23/87
Date

Jeanette Wolley
For NEA/CCRIFA

12/8/87
Date

LETTER OF UNDERSTANDING

14

For the years of 1987-90, the Vice President for Academic Affairs may, in his exclusive discretion, grant sabbatical leaves in excess of the five (5) percent limitation up to a maximum of seven (7) percent.

For the Board of Governors for Higher Education

11/23/87
Date

For NEA/CCRIFA

12/8/87
Date

LETTER OF INTERPRETATION

05

re: ARTICLE IV, D

If a faculty member is unable to perform his/her duties due to illness or accident, whether or not this occurs on a day of specifically scheduled activities, he/she shall be responsible to notify the Department Chairperson as soon as possible of such illness and its anticipated duration. The Chairperson shall then convey this information along with other uses of sick leave to the Dean of Instruction.

William G. DeMagistris
For the Board of Governors for Higher Education

11/23/87
Date

Jeanette Woolley
For NEA/CCRIFA

12/8/87
Date

LETTER OF UNDERSTANDING

#6

1987-90 Contract

A joint committee, consisting of three (3) faculty members appointed by the Faculty Association and three (3) administrators appointed by the Vice President for Academic Affairs, shall be established to review the matter of the supervision of students in a field setting. The committee shall make its recommendations to the President and the Association on or before March 15, 1988. Said report shall not be binding.

William D. DeMaggio
For the Board of Governors for Higher Education

11/23/87
Date

Jeanette Woolley
For NEA/CCRIFA

12/8/87
Date

LETTER OF UNDERSTANDING

#7

Grants

1. Consistent with federal, state and local laws and regulations, regular full-time faculty, who, with the approval of the administration, prepare proposals for the federal, state, foundation or corporate grants which are funded may be compensated therefore by a one-time payment from grant funds only (if such payment is permitted) at the rate of one-half (1/2) percent of the amount funded up to a maximum of $1400. Said payment will not be added to the salary base.

2. Consistent with federal, state and local laws and regulations and with the terms of the grant, regular full-time faculty may, with the approval of the administration, participate in grant activitives. When they do so, they may:

   a. Receive released time from their regular teaching load (provided the cost of a replacement is covered by the grant), or

   b. Receive compensation at a rate agreed upon by the faculty member concerned and the administration, except that if he teaches courses under the grant which are listed in the section of 1981-83 College Catalogue entitled "course descriptions" he shall be paid at the rate for evening, summer and weekend courses. All compensation paid under this section will be paid only from grant funds, will not exceed the amount the faculty member could have earned by teaching six (6) hours of evening and/or weekend classes, and shall be in lieu of such teaching.

William G. DeMagistris
For the Board of Governors for Higher Education

11/23/87
Date

Jeanette Wolley
For NEA/CCRIFA

12/8/87
Date

LETTER OF UNDERSTANDING

#8

During the term of this contract 1987-90, Directors of the following programs will be paid supplements in the amount of $400 for responsibilities which are unique to the position of Program Director. For the 1988-89 year, $450; and for the 1989-90 year, $500.

Director of the MLT Program
Director of the Dental Assistant Program
Director of the Radiography Program
Director of the Respiratory Therapy Program

The supplement shall not be part of the Program Director's base salary and must be relinquished when he vacates the position.

William S. DeMagistro
For the Board of Governors for Higher Education

11/23/87
Date

Jeanette Woolley
For NEA/CCRIFA

12/8/87
Date

LETTER OF AGREEMENT

#9

1987-90 Contract

The parties agree that the holiday in honor of Martin Luther King as designated by the General Assembly shall be a holiday for members of the bargaining unit during the contract.

William G. DeMagistris
For the Board of Governors for Higher Education

11/23/87
Date

Jeanette Woolley
For NEA/CCRIFA

12/8/87
Date

MEMORANDUM OF AGREEMENT

The Board of Governors shall implement by December 1, 1987 a salary improvement plan for distribution as follows:

1. For 1987-88, any plan implemented by the Board shall provide a one (1%) percent performance adjustment for faculty who received a satisfactory performance evaluation for 1986-87.

2. For 1987-88, the plan will provide that .25% be distributed on the basis of performance and salary adjustment. Said plan shall be developed by a Joint Committee of three (3) faculty members appointed by the Association and three (3) administrators appointed by the College.

3. For 1988-89, the plan shall provide a 1.25% performance adjustment for faculty who receive satisfactory performance evaluatiuon for 1987-88.

4. For 1988-89, the plan will provide that .25% be distributed on the basis of performance and salary adjustment as described in #2 above.

William D. DeMaggio
For the Board of Governors for Higher Education

11/23/87
Date

Jeanette Worley
For NEA/CCRIFA

12/1/87
Date

ERIC Clearinghouse for Junior Colleges